

MISCELLANEOUS RECORD No. 212

7.

PUBLISHER'S AFFIDAVIT.

Arta Simpson

TO

The Public.

State of Oklahoma, Oklahoma County, ss:

This instrument was filed for record on the 20 day of Jan., 1932, at 10:25 o'clock A.M. and duly recorded in Book 212 at page 190. Fees \$1.25.

B. E. Corrigan, County Clerk.

By McKinnon, Deputy.

THE DAILY RECORD Oklahoma City

PUBLISHER'S AFFIDAVIT.

State of Oklahoma, County of Oklahoma, --

Arta Simpson, being duly sworn upon her oath, says that she is principal clerk of The Daily Record, of Oklahoma City, Oklahoma, a daily newspaper of general circulation in Oklahoma County, Oklahoma, Printed in the English language and Published in the City of Oklahoma City, in Oklahoma County, State of Oklahoma, and continuously and uninterruptedly published in said County for a period of 52 consecutive weeks prior to the first publication of the attached notice; that the notice of NOTICE OF TRUSTEES' SALE MORTGAGE LOAN & REALTY COMPANY taken from said paper is hereto attached, as published 31 consecutive days in said newspaper, the first insertion being on the 9th day of April, 1930, and successively thereafter as follows every day and until and including the 10th day of May, 1930. That said notice was printed in the regular and entire issue of the paper during the period and time of publication and in the paper proper and not in any supplement thereof.

Arta Simpson

Subscribed and sworn to before me this 10th day of May, 1930.

PRINTER'S FEE \$15.00
(NOTARIAL SEAL)

L. G. Murphy

My commission expires February 14th, 1931.

Notary Public.

(29218)

NOTICE OF TRUSTEE'S SALE.

Pursuant to the authority vested in the undersigned, Frank M. Powell, Chesney M. Carney and Hardin R. Harmer, trustees of Mortgage Loan and Realty Corporation, a body corporate, bankrupt, by virtue of an order entered by Honorable Ray L. Strother, referee in bankruptcy, on March 21, 1930, directing them to do so, the undersigned trustees will, on Saturday the 10th day of May, 1930, at 1:30 o'clock P.M., and at the front door of the Court house of Oklahoma County, Oklahoma City, Oklahoma, sell, free and acquit of liens, to the highest bidder, subject to confirmation to said referee, all the right, title and interest of said bankrupt in and to the following described real estate, situate in said Oklahoma City; Lots Nos. 25 and 26, in Block 14, in City, Northwest Addition to Oklahoma City, as shown on the recorded plat thereof, upon which lots is situate an apartment building, which lots were conveyed to said bankrupt under its former name, Booth Real Estate Company by deed of W. I. Booth and wife, dated October 1, 1924, and recorded in Deed Book No. 318 at page 384.

Terms of sale: One-third of the purchase price cash in hand on the day of sale or as much more thereof as the purchaser may elect to pay, and the residue on a credit of six and twelve months, the purchaser giving his six per centum interest bearing notes or bonds for said deferred payments with good personal security, to be approved

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by said trustee, and the payment of said notes to be further secured by a lien reserved by the deed from said trustees to the purchaser.

Frank M. Powell
Chesney M. Carney
Hardin R. Harmer

4-9-30

Trustees.

5-10-30.

XX

8 STIPULATION AND RATIFICATION OF OIL AND GAS MINING LEASE

Albert M. DeBolt, et al TO I. T. I. O.

State of Oklahoma, Oklahoma County, ss: Recorded or filed, book 212, page 191, 1932.

Jan. 20, P. M. 4:19. B. E. Corrigan, County Clerk, By Bickle, Deputy. Fee \$1.95

KNOW ALL MEN BY THESE PRESENTS: That

For and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, owners of the following described land situated in Oklahoma county, Oklahoma, to-wit:

Lot 47, block #8, lot 43, block #9, and lots 9 and 10, block #11, in Lawrence Place addition to Oklahoma City, Oklahoma, as shown by the recorded plat thereof: have and do hereby ratify, confirm and adopt a certain oil and gas mining lease dated November 20, 1929, and recorded in the office of the County Clerk of Oklahoma County, Oklahoma, in book 17, at page 427, and consent and agree that the above described land be hereby included within the terms of said lease and become a part of the leased premises covered thereby, to the same extent and with the same force and effect as if the undersigned had joined in the execution of said oil and gas mining lease in the first instance as parties lesser thereto, provided further, that whereas, by the terms of said lease, lessors thereunder are joint owners of an undivided one-sixteenth (1/16) of the working interest in and to the oil, gas and other petroleum products produced therefrom, subject to a like proportionate part of all costs, liabilities and obligations incident to the development and operation of said leased premises, and whereas, it is the desire of the undersigned to sell, transfer and assign to the Indian Territory Illuminating Oil Company all the right, title, and interest of the undersigned in and to said undivided one-sixteenth (1/16) of the working interest under said lease, and to be discharged of all responsibility or liability in connection with the operation and development of said leased premises, it is agreed that the undersigned have and by these presents do grant, transfer and assign to the Indian Territory Illuminating Oil Company, lessees under said lease, all of the right, title and interest of the undersigned in and to the undivided one-sixteenth (1/16) working interest under said lease, it being understood and agreed that said lessees, as consideration for said assignment, shall assume all costs, liabilities and obligations in connection with the development and operation of said lease and leased premises covered thereby, and agree to hold the undersigned harmless for all such costs, liabilities and obligations, provided that nothing herein shall alter or affect the right of the undersigned to receive their proportionate part of the one-eighth (1/8) royalty to which they are or may be entitled under the terms of said lease.

It is further understood and agreed that by the acceptance of this stipulation,

PROOF READ
By: [Signature]
[Signature]