

assign for the damage that would accrue to it provided the said Webster C. Baker refuses to affirm and carry out his contract as hereinbefore described on demand of the party of the second part. Fifty thousand dollars being the liquidated damage agreed upon by John H. Baker, Elizabeth Baker, Sarah E. Jackson and Ella S. Butler, that the party of the second part will suffer and be damaged providing the said Webster C. Baker refuses to affirm and carry out his contract as hereinbefore set forth and

Whereas John H. Baker and Elizabeth Baker part of the parties of the first part have made executed and delivered this 22nd day of November 1907, a mortgage for the sum of fifty thousand dollars upon the following described tract of land, lying in the Northern part of Tulsa County, State of Oklahoma, and more fully described as follows, to wit: - The south east $(\frac{1}{4})$ quarter of the north east quarter $(\frac{1}{4})$. The south one half $(\frac{1}{2})$ of the northeast quarter $(\frac{1}{4})$ of the south east quarter $(\frac{1}{4})$. The northeast quarter $(\frac{1}{4})$ of the northeast quarter $(\frac{1}{4})$, all in section nine (9) township twenty one north, range thirteen east, to the party of the second part its successors or assigns, to secure the above described note hereinbefore described, made, executed and delivered jointly by the parties of the first part with the said Webster C. Baker and delivered to the party of the second part, and

Whereas, it is hereby understood and agreed between all the parties herein mentioned, if the said Webster C. Baker has his majority established or his disability removed, he shall execute and deliver a lease for fifteen years to the party of the second part upon the form and according to the