

be commenced, and a failure to commence one well or to make any of such payments within such time and such ^{place} as above mentioned renders this lease null and void, and neither party hereto shall be held to any accrued liability, otherwise to ^{be and} remain in full force and virtue. It is understood by and between the parties hereto that the terms of this lease shall extend to and be binding upon the ^{ir} heirs, executors, administrators, successors and assigns.

And I, ², wife of the said lessor, in consideration of the foregoing promises, do hereby release and relinquish unto the said party of the second part, all my right of dower and homestead in and to the above described premises for the purposes of the foregoing lease.

IN WITNESS WHEREOF, we, the said parties of the ^{first part} and second part, have hereunto set our hands the day and year first above written.

Sarah Ross.

ACKNOWLEDGEMENT.

STATE OF OKLAHOMA: TULSA COUNTY. SS.

Before me, a Notary Public in and for said County and State, on this 18th day of October, 1908, personally appeared Sarah Ross, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she had executed the same as ^{her} free and voluntary act and deed and for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public, on the day last above mentioned

A. B. Davis, Notary Public

(SEAL) My commission expires November 26, 1911.

Filed for record Oct. 17, 1908, at 10/20 A. M.

H. C. Walkley, Register of Deeds, (SEAL)

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COMPARED

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 22nd day of October, A. D. 1908, by and between Carl C. Magee and Grace G. Magee, husband and wife, of the County of Tulsa, and State of Oklahoma, parties of the first part, and A. F. Balch, party of the second part,

WITNESSETH: That the said party of the first part for and in consideration of the sum of Two Thousand & no/100 Dollars, to them in hand paid, by the said party of the second part the receipt of ^{whom} is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part and unto his heirs and assigns forever, all of the following described tract, piece or parcel of land, lying and situate in the County of Tulsa and State of Oklahoma, to wit:

The South Half of the Northeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) and the South Half of the Northeast quarter of the Northeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) and the Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) all of the foregoing being in Section Seven (7) of Township Nineteen (19) North of Range Thirteen (13) East of the India Base and Meridian, excepting therefrom the right of way of the Missouri, Kansas and Texas Railway across said land as now located.

TO HAVE AND TO HOLD THE ^{same} ~~same~~, with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, and all rights of homestead exemption unto the said party of the second part, and to his heirs and assigns forever.