

said party of the second part or its assigns shall be entitled to have a receiver appointed by the Court to take charge of the mortgaged premises during such litigation, and in case of commencement of suit for foreclosure of this mortgage by reason of any default by said parties of the first part, said parties of the first part hereby agree to pay to the holder and owner of said note and mortgage the sum of \$65.00 as attorney's fees for the foreclosure of said mortgage, which attorneys fees shall be secured by this mortgage the same as any other moneys herein mentioned. The said parties of the first part hereby expressly waive the appraisalment of said mortgaged real estate and all benefits of the homestead and stay laws of said State.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

William T. Pemberton (SEAL)

Naoma Pemberton (SEAL)

STATE OF OKLAHOMA,)
) SS.
MCINTOSH COUNTY.)

On the 21st, day of November, A. D., 1908, before me, a Notary Public in and for said County and State, personally appeared William T. Pemberton and Naoma Pemberton, his wife personally to me known to be the identical persons who executed the within and foregoing instrument as grantors, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Eufaula, Okla., on the day and date last above written.

L. F. Dotson,

(Seal) My commission expires June 23rd, 1912.

Notary Public

Filed for record Nov. 30, 1908, at 10.40 A. M.

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

AGREEMENT.

THIS AGREEMENT, Made and entered into this 6, day of November, 1908, by and between William S. Hall, of Tulsa, Oklahoma, and The Cherokee Company, a corporation existing under the Constitution and laws of the State of Oklahoma and having its principal office in the City of Tulsa, in said State, hereinafter designated the first parties, and John E. Crosbie, Frank H. Young, George S. Davis and John F. Black, acting for themselves and such other persons as may be now or hereafter associated with them, hereinafter designated the second parties,

WITNESSETH: The said first parties, for and in consideration of the sum of Ten Dollars cash in hand paid to said first parties by said second parties, the receipt of which is hereby acknowledged, and in consideration of the covenants and agreements hereinafter stipulated to be performed by the said second parties, hereby undertake and agree that, immediately after the date of this contract, the said first parties will commence and prosecute with reasonable diligence to completion, at their own charge, cost and expense, and without charge, cost and expense to the said second parties, the below mentioned and described improvements and erections upon the following described lands belonging to the said first parties and situate in Tulsa County, State of Oklahoma, to wit:

The West Half of the South West Quarter of the South West Quarter of Section Thirty Two (32) in Township Twenty (20) North, Range Thirteen (13) East, containing Twenty (20) acres more or less.