

and surrender possession thereof to first party immediately upon the expiration of this lease, and notice to quit is hereby expressly waived; and, it is also agreed the holding over of second party shall not be construed as an extension of this lease, and it is expressly understood between the parties hereto that it is not intended to renew this lease, except by a new and different instrument and contract for that purpose;

6 - Failure of second party to keep and live up to any of the terms of this agreement shall render same void, and the money received hereunder shall be considered as liquidated damages.

7 - It is agreed upon the part of second party that he will, at his own expense and without cost to first party, keep in good state of repair all the buildings, improvements, fences, and the orchard now growing upon said premises; and,

8 - It is agreed that at the expiration of this lease that second party will turn over and deliver up possession of said premises in as good state of repair as same are at the time of taking possession thereof, the usual wear and tear thereof excepted.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands, at Tulsa, Oklahoma, on this the 25th day of July, A. D. 1922.

John Q. A. Smith.

Gdn. of estate Elizabeth Smith, Onis Q. Smith and
Robert Owen Smith, minors, 1st party.

W. J. C. Roberts.

The within and foregoing lease approved this the 26th day of July, 1922, as per order of Court this date made.

(M Seal)

Z. I. J. Holt.

County Judge.

Filed for record in Tulsa County, Tulsa, Oklahoma, July 26, 1922 at 1:40 O'clock P. M.
Book 411 Page 167

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.

205337 LB

RELEASE OF MORTGAGE

STATE OF OKLAHOMA)
OKLAHOMA COUNTY) SS.

COMPARED

THEREAS, on the 10th day of July 1919, Martin Schuttler and Lena U. Shuttler, husband and wife, of Broken Arrow, Oklahoma, made, executed and delivered to the Commissioners of the Land Office of the State of Oklahoma, for the use and benefit of the State of Oklahoma, one certain note for the sum of:

TWENTY-FIVE AND NO/100 (\$2500.00) DOLLARS, secured by a real estate mortgage on all of the following described real property situated in Tulsa County, to-wit:

N $\frac{1}{2}$ of SE $\frac{1}{4}$; and SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 30, Township
18 North, Range 14 East of the Indian Base and Meri-
dian; except 1 acre in a square in the NE corner of
the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 30, sold to School
District No. 10; containing 119 acres more or less.

This mortgage being recorded in the office of the Register of Deeds of Tulsa County, State of Oklahoma, on the 14th day of July 1919 at 11 O'clock A. M., in Book 277, page 204, of mortgages. WHEREAS, at the regular meeting of the Commissioners of the Land Office of the State of Oklahoma held June 17th, 1913, the following resolution was