

payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage -----will pay a reasonable attorney's fee of Fifty and no/100 DOLLARS which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 16th day of September 1922.

Elwood E. Ward

Bess L. Ward

STATE OF OKLAHOMA )  
County of Tulsa ) SS.

Before me, a Notary Public, in and for the above named County and State, on this 22nd day of September 1922, personally appeared Elwood E. Ward and Bess L. Ward, his wife to me personally known to be the identical persons who executed the within and foregoing instrument 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.

WITNESS my signature and official seal, the day and year last above written.  
My commission expires Sept 2, 1925 (SEAL) Minnie Hugo, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Oct 23, 1922 at 8:00 o'clock A. M.  
in Book 427, page 135

By P. Delman, Deputy (SEAL) O. D. Lawson, County Clerk

211857 C.J. COMPARED L E A S E

THIS LEASE, Made this 18th day of October 1922, by and between Annie Fabela first party and R. H. Hoss second party.

WITNESSETH, That said first party in consideration of the covenants and agreements hereinafter set forth does by these presents demise, lease and let unto the second party the following described property, situate in Tulsa County, State of Oklahoma, to-wit:

The farm known as the "Annie Fabela Farm" consisting of One Hundred and Sixty Acres of Land, located in Section One (1) Township Nineteen (19) Range Ten (10) East I. M.

Except the house and outbuildings now occupied by John James, together with garden spot and yard, not to exceed 1/8th acres.

said house to be occupied by Annie Fabela and her family.

TO HAVE AND TO HOLD the same to the second party from the 1st day of January 1923 to the 1st day of January 1924. And said second party in consideration of the premises herein set forth agrees to pay the first party as rental for the above described premises the

One Hundred Dollars in work, which work shall consist of cutting a ditch for draining purposes according to survey to be made by the Indian Department.

Three Hundred Dollars in cash to be paid as follows; \$135.00 due R. H. Hoss for hay furnished prior to this time to Annie Fabela, receipt of which is hereby acknowledged; \$25.00 attorneys fee for services in getting leases straightened up, and ousting John James from Annie Fabela Farm. \$10.00 Sheriff's cost in serving notices, etc., receipt of which is hereby acknowledged, \$29.00

cash paid to Annie Fabela on the signing of this lease, receipt of which