

son of litigation with third parties to protect the lien of this mortgage shall be recoverable against said first party with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable annually and be secured by this mortgage; and it is expressly understood and agreed that the payment by said second party, its successors or assigns, of insurance premiums, taxes or assessments upon said property, judgments, mechanics' liens or other statutory lien or interest on or principal of any prior mortgage on said premises shall not be construed or held to be a waiver of default as herein provided, or prevent the holder hereof, from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage, as herein provided.

And in case of foreclosure hereof said first parties hereby agree to pay the sum of Seventy-five dollars, attorneys' fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above hereby expressly waive the appraisement of said real estate and all benefits of the homestead and stay laws of said state.

Dated this 4th day of November 1932.

Thomas Scott

Ida L. Scott

STATE OF OKLAHOMA,)
County of Tulsa) ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of November 1932, personally appeared Thomas Scott and Ida L. Scott, his wife, to me 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 hand and official seal.

My commission expires Sept 30, 1933

(SEAL) Wm D. Godfrey, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 8, 1932 at 3:50 o'clock P. M.
in Book 427, page 306

By E. Delman, Deputy

(SEAL)

C. P. Lawson, County Clerk

213302 C. J. COMPARTMENT RENTAL CONTRACT.

This agreement made and entered into this the 3rd day of October, 1932, by and between Sandy Johnson of the first part and W. L. Bailey of the second part witnesseth;

That for and in consideration of the covenants and agreements hereinafter mentioned the first party has leased to the second party for a term of one year from the first day of January, 1933, the following described land in Tulsa County, Oklahoma, to-wit:

All of land of Mollie Johnson in the SDE of NE $\frac{1}{4}$ of Section 10, and in the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 12, and also all that portion of the lands of Sandy Johnson and of Mollie Johnson in the NE $\frac{1}{4}$ of Section 11, not covered by the leases of J. B. Martin and W. Mannings, in Township 19 North, Range 10 East.

Said second party shall pay as rents for the same, one third of all corn, one fourth of all cotton, and one third of all Alfalfa. The corn shall be gathered and cribbed on the place, the cotton to be delivered to the gin and sold and paid for according to the ginners weights. The alfalfa to be baled and hauled to first party's shed on the premises.

Said second party shall have three houses and two of which are on the premises now leased by Manning. He shall have a garden patch not to exceed an acre free of charge.

We shall have the right to use of the timber on the place firewood and enough to fix fences