

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and that said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

I hereby certify that I received \$ 06 and issued Receipt No. 7184 therefor in payment of mortgage tax on the within mortgage.
Dated this 2 day of Jan, 1923
WAYNE L. DICKEY, County Treasurer

State of Oklahoma)
Muskogee County) SS

Before me, the undersigned a Notary Public, in and for said County and State on this 22nd day of December, 1922, personally appeared Fannie Brewer and J. W. Brewer, her husband, 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.

My commission expires 10/12/1923.

(SEAL) Illene _____ Illegible

Filed for record in Tulsa County, Okla. on Jan. 2, 1923, at 8:00 A.M. and duly recorded in book 432, page 95, By O. G. Weaver, County Clerk, Brady Brown, Deputy.

COMPADEN
217856 - BH

QUADRUPLICATE.
4446.

(Supt. Five civilized Tribes)
(Cashier, Dec. 1922,)

GRAZING AND HAY CUTTING LEASE. (Mail Div. Dec. 1, 1922)
(no. 72722)

This indenture of lease, made and entered into in quadruplicate on this 21st day of November A.D. 1922, by and between Grant Smoke of Moody, Okla. enrolled as a citizen of the Cherokee Nation, roll No. 30494, party of the first part, hereinafter designated as lessor, and Gid Graham, Box 401, Nowata, Okla., party of the second part, hereinafter designated as lessee, under and in pursuance of the provisions of the act of Congress, approved May 27, 1908 (35 Stat. L.P. 512)

Witnesseth: that for and in consideration of the mts, covenants, and agreements hereinafter provided, on the part of the lessee to be paid and performed, the lessor doth hereby let and lease unto the said lessee for grazing and hay-cutting purposes only, the following described tract of land lying and being within the limits of the Cherokee Nation, and within the County of Tulsa, State of Oklahoma, to-wit:
The S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of sec. 32, twp. 22, range 13 (his homestead) containing 30 acres more or less, for the period beginning on the 1 day of January, 1923, fully to be completed and ended on the 31 day of Dec. 1928, subject to the conditions hereinafter provided for.

The said lessee in consideration of said premises, as above set forth, covenants and agrees with the lessor to pay said lessor as renta, for the same, the sum of ninety dollars (\$90.00) being the rate of 50/100 dollars (.50) per acre per annum, payable