

township 19north, range 14 east,
and being the surplus allotment of Cornelius Bell, Creek citizen, Roll No. 2314,
except that portion thereof occupied by schoolhouse.

The said party of the second part for the use of said land agrees to pay to the said parties of the first part as rent for the full term of the lease, the sum of \$400.00 the receipt of which is hereby acknowledged, by the said parties of the first part and no other or further payments are to be made but the down payment of \$400.00 is to cover the rental for the full term of the lease.

The said parties of the first part covenant with the party of the second part to protect him in peaceable and quiet possession and enjoyment of the premises herein described and the party of the second part agrees to deliver up possession of the said premises at the termination of this lease in a peaceable and lawful manner and in accordance with the usual provision of the Landlord and Tenant statutes of the State of Oklahoma.

In witness Whereof, parties have hereunto set their hands and seals this 17th day of May, 1924.

Cornelius Bell,
Myrtle Bell, Parties of the first part.

Francis Phillips,
Witnesses

John Carney, Party of the second part.

State of Oklahoma)
County of Tulsa) SS Before me, Ida Warner, a Notary Public in and for said County and State, on this 17th day of May, 1924, personally appeared Cornelius and Myrtle Bell, his wife, and John Carney, 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.

(Seal) Ida Warner, Notary Public,

My commission expires Mar. 5, 1928.

Filed for record in Tulsa County, Okla. on May 19, 1924, at 11:40 A.M. recorded in book 449, page 249, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

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AFFIDAVIT.

State of Oklahoma)
County of Tulsa) SS Comes now, M. Hughes, being first duly sworn, on oath, deposes and says that he is familiar with the property described as the east thirty three and one-third (33-1/3) feet of lot nine (9) in block six (6) in Irving Place addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof, that about August 11th, 1922, he was the representative of the Southwestern Mortgage Company of Roff, Oklahoma, and while acting in such capacity, negotiated a loan upon said above described tract of land in the sum of twenty five hundred dollars, (\$2500.00) that he verily believes that the mortgage referred to under date of July 28th, 1922 in the sum of twenty five hundred dollars, (\$2500.00) is erroneously described and that in fact the two instruments are one and the same, and that to the best of his knowledge and belief there is only one mortgage in existence upon said land in the principal sum of \$2500.00.

Subscribed and sworn to before me this 16th day of May, A.D. 1924.

M. Hughes,