

474

Smith for agricultural purpose. Terms as following, One hundred dollars cash in hands receipt which is hereby acknowledged. (Sixty dollars due on Nov. 18, 1923,

The party of the first part retains the exclusive right to use or pasture said fields from Jan. 1, 1923, to Jan. 1st, 1925.

This contract is not assignable by the part of the second part, without written consent of the said party of the first part, or its assigns.

Said part of the second part agree without further notice (all notice as required by law being expressly waived) that he will deliver to said party of the first part peaceable possession of the above described land and the improvements therewith connected on the date that this contract expires and in the event of the neglect failure or refusal of the second part to give such peaceable possession at said time, then the first party shall have the right to enter said premises without notice and oust the second part without liability for damages on the part of said first party.

In witness whereof, the parties hereto have signed this contract the day and year first above written.

A. N. McDowell, Party of the first part,
R. B. Smith, Party of the second part.

Executed in the presence of, Clyde Presley,
Bixby, Oklahoma.

Levi Swingle,
Bixby, Oklahoma.

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public, in and for the said County and State, on this 18th day of Sept. 1923, personally appeared A. W. McDowell, and R. B. Smith, to me known to be the identical persons who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year first above written.

(SEAL) Clyde Presley, Notary Public.

My commission expires May 19th, 1927.

Filed for record in Tulsa County, Okla. on Dec. 8, 1923, at 12:00 and recorded in book 474, page 606, Brady Brown, Deputy,

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

246327 - BH

COMPARED

CORPORATION RELEASE OF MORTGAGE.

In consideration of the payment of the debt secured thereby, The Arkansas Valley State of Broken Arrow, Oklahoma, does hereby release the mortgage made to it by William L. Kirk and Mary L. Kirk, his wife, recorded in book 439, on page 323, of the mortgage records in Tulsa County, *Oklahoma* conveying the west half of the southeast quarter of section two (2) township eighteen (18) north, range fourteen (14) east containing 80 acres more or less.

In witness whereof, The Arkansas Valley State Bank, Broken Arrow, Okla., has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed, duly attested this 7th day of December, A.D. 1923, at Broken Arrow, Oklahoma.

(Corp. Seal) The Arkansas Valley State Bank,

Broken Arrow, Okla.

Attest: A. M. Laws, Cashier, Secretary, By K. M. Rowe, President.

State of Oklahoma)
Tulsa County) SS

Before me, a Notary Public, in and for said County and State, on this 7th day of December, A.D. 1923, personally appeared K. M. Rowe, to me known to be the