

together with all improvements thereon and all appurtenances thereunto belonging, as security for the payment to it of the sum of Six Hundred Dollars on or before the 17th day of April, 1924, with interest thereon from the 17th day of October 1923, at eight per cent per annum, as evidenced by a certain promissory note given by the said mortgagor to the said mortgagee for said amount, dated the 17th day of October, 1923, and payable and drawing interest as above stated.

E. L. Graves

#### ACKNOWLEDGMENT

State of Oklahoma Muskogee County, ss.

Before me, the undersigned Notary Public in and for said County and State, on this 17th day of October, 1923, personally appeared E. L. Graves to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

My commission expires October 30, 1924 (SEAL) Lewvitia McCarter, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 6, 1923 at 1:30 o'clock P. M. in Book 480, page 175

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

243912 C. J.

AGRICULTURAL LEASE.

COMPARED

THIS INDENTURE, Made this 2nd day of November 1923 A. D. 192---- between Homer Perryman party of the first part and A. F. Ward of the second part,

WITNESSETH, that said party of the first part, in consideration of the covenants the said party of the second part, hereinafter set forth, do by these presents lease to the said party of the second part the following described property to-wit: Northwest quarter of the Southeast quarter of Section seven, Township 18 North, Range Thirteen East.

TO HAVE AND TO HOLD THE SAME, to the said party of the second part from the First day of January 1924 to the 31st day of December 1924.

And the said party of the second part, in consideration of the leasing of the premises as above set forth, covenants and agrees with the party of the first part to pay the said party of the first part, as rent for the same the sum of Three hundred and no/100 DOLLARS, payable as follows, to-wit: Cash in hand \$200.00 and \$100.00 due January 1st, 1924 together with a portion of the crops raised thereon, as follows, to-wit:

The said party of the second part further covenants with the said party of the first part, that at the expiration of the time mentioned in this lease, peaceable possession of the said premises shall be given to the said party of the first part in as good condition as they are now, the usual wear, inevitable accident, and loss by fire excepted; and that upon the non-payment of the whole or any portion of the said rent at the timethe same is above promised to be paid, the said party of the first part may, at his election, either distrain for said rent due, or declare this lease at an end, and recover possession as if the same was held by forcible detainer; the said party of the second part hereby waving any notice of such election, or any demand for the possession of said premises.

AND IT IS FURTHER COVENANTED AND AGREED between the parties aforesaid that any improvements made by second party during the term of this lease may be removed or disposed of by him. Also it is agreed that the holding over of said second party shall not be construed as an extension or renewal of this lease; for it is understood that it is not intended by either of them to renew or extend said lease unless by the execution of a new and different lease and contract in writing.

480