

shall surrender peaceable possession of the premises to the first party in as good condition as they now are, wear and tear by the elements alone excepted. And upon the non-payment of the rent or any part thereof at the time said rent becomes due and payable the ^{first} said party may declare this lease at an end and void and may re-enter and take possession by forcible entry and detainer proceedings and shall have a lien for any rent due and unpaid under the terms of this agreement, upon all the property of the party of the second part in said premises, and said second party hereby expressly waives notice of election to terminate said lease and demand of possession prior to bringing suit to recover possession of the same. The covenants and agreements of this lease shall extend to and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

Julian A. DeCorte, Party of the first part.
A. H. Lee, Party of the second part.

ACKNOWLEDGEMENT.

State of Oklahoma)
)SS

County of Tulsa) Before Dean Stagg, Notary Public in and for the County and State aforesaid, on the 24 day of June, A.D. 1924, personally appeared Julian A. DeCorte, and A. H. Lee, 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 the day and year first above written.

(SEAL) Dean Stagg Notary Public.

My commission expires 25 day of January, 1928.

Filed for record in Tulsa County, Okla. on July 24, 1924, at 3:15 P.M. recorded in book 491, page 209, Brady Brown, Deputy,

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

263723 - BH

OKLAHOMA FIRST MORTGAGE.

Know all men by these presents: That C. B. Barnes and wife, E. M. Barnes, of Tulsa County, State of Oklahoma parties of the first part, have mortgaged and hereby mortgage to L. E. Garnett, party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit: Lots one (1) and two (2) block four (40) in the townsite of Turley, with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of fourteen hundred ninety dollars, due and payable twenty five dollars (\$25.00) beginning August 7, 1924, on the seventh day of every month, beginning August 7, 1924, with interest thereon at the rate of 8 per cent per annum, payable semi-annually from date, according to the terms and at the time and in the manner provided by one certain promissory note, of even date herewith, given and signed by the makers hereof and payable to the order of the mortgagee herein, and being for the principal sum of fourteen hundred ^{ninety} ~~twenty~~ dollars,

All sums secured by this mortgage shall be paid at the office of C. D. Coggeshall & Co. in Tulsa, Oklahoma, unless otherwise specified in the note and coupons.

It is expressly agreed and understood by and between the said parties hereto, that this mortgage is a first lien upon said premises; that the party of the first part will pay said principal and interest at the times when the same fall due and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises;