

proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall include a reasonable attorney's fee and provide that the whole of said premises be sold together and not in parcels; and the said party of the first part do---hereby expressly waive the appraisalment of said premises.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand the day and year first above written.

Jessie M. Elliott

STATE OF OKLAHOMA )  
County of Craig ) S.S.

On this 30 day of December A.D. 1909, before me, a Notary Public, in and for said County and State, personally appeared Jessie M. Elliott unmarried, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year last above written.

(SEAL)

P. W. Bonfoey, Notary Public.

My commission expires Sept. 12, 1913.

Filed for record at Tulsa Dec. 1, 1909 at 4:55 o'clock P.M.

H.C. Walkley, Register of Deeds (SEAL)

COMPARED

THIS AGREEMENT Made and entered into this 22nd day of November 1909, by and between Melesse Thomas, guardian of Joseph Perryman and Ralph Perryman, minors, of Tulsa Oklahoma, party of the first part, and Y. E. Dunn, of Jenks, Oklahoma, party of the second part, Witnesseth:

That said first party has this day leased and to farm let unto said second party for a term beginning at the expiration of the lease of John Clark and ending January 1st, 1911, the following described premises situated in Tulsa County, State of Oklahoma, to-wit: The Northeast Quarter of Section 27, Township 18 N., Range 12 E., being the allotment of Robert L. Perryman, deceased.

For and in consideration of the premises aforesaid said second party hereby agrees and undertakes to pay unto said first party as rent therefor as follows: One-third of all corn raised on said premises, to be delivered in the cribs on the Joseph Perryman allotment, being the NW/4 Sec. 27, T. 18 N., R., 12 E.

Second party further agrees to put in cultivation all the tillable land of said premises, to plant the same to corn and cultivate and till the same in a good husbandlike manner, deliver the aforesaid one-third of the same as above mentioned.

Second party further agrees not to assign this lease or sublet said premises or any part thereof without the written consent of the first party endorsed hereon.

It is further agreed that first party reserves unto herself one-third of the stalks, and that said second party hereby agrees to gather the corn as soon as seasonable and deliver said stalks to said first party without delay.

Second party further agrees to take good care of said premises