

good condition as it is now, the usual wear and tear and damage by fire and the elements alone excepted. And upon non-payment of the rent or any part thereof at the time same may be due, or a failure on the part of said second party to comply with the terms and conditions herein set forth, then, and in that event, the said party of the first part shall have the right to declare this Lease void, and terminated, and may re-enter and recover possession peaceably or by forcible entry and detainer, and notice of such election and demand of possession are hereby waived. This lease shall not be considered as renewed except by agreement of the parties hereto.

The covenants and agreements of this Lease shall extend to and be binding upon the heirs, executors and assigns of the parties hereto.

WITNESS OUR HANDS on the date first above written.

Witnesses:

Rosa W. Gibson

J.L. West.

STATE OF OKLAHOMA)

COUNTY OF TULSA (S.S.

BEFORE ME A.W. Lucas in and for said County and State on this 10 day of Dec. A.D. 1909 personally appeared Rosa W. Gibson and-----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.

GIVEN UNDER MY HAND and official seal this 10 day of Dec. A.D.1909.

(seal)

A.W.Lucas,

My commission expires Nov. 19, A.D. 1913.

Filed for record at Tulsa, Okla., Dec. 13, 1909.at 8 o'clock A.M.

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

MORTGAGE.

COMPARED

FOR AND IN CONSIDERATION OF Fifteen Hundred & No/100 Dollars, the receipt of which is hereby acknowledged Frank I. Louis and Maud E. Louis, his wife, of Tulsa County, State of Oklahoma, first party, hereby mortgage and convey to The Studabaker Bank of Bluffton, Indiana, second part, the following real estate situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

South 40 feet of Lot 1 Block 153 in the Town of Tulsa according to the official plat and survey thereof together with all rents and profits therefrom and all improvements, appurtenances, now or hereafter in anywise belonging thereto; and the said first party hereby warrants the title thereto against all persons whomsoever. This mortgage is given as security for the performance of the covenants herein, and the payment to said second party, successors or assigns the principal sum of Fifteen Hundred & No/100 dollars on the 30th day of December 1912 with interest thereon at the rate of six per cent per annum until maturity, and at ten per cent per annum after maturity, said interest to be paid semi-annually principal and interest payable at the office of The Studabaker Bank, according to the conditions of the said promissory note of the said Frank I. Louis & Maud E. Louis for said amount made and delivered unto said second party, being of even date herewith, and due as above stated