

AND IT IS FURTHER EXPRESSLY AGREED, That as often as any proceeding is taken to foreclose this mortgage, said first parties shall pay said second party its successors or assigns, a sum equal to ten per cent of the total amount due on said note and this mortgage, as attorney's fee for such foreclosure in addition to all other legal costs, and that such attorney's fee shall be a lien upon the land above described and a part of the debt secured by this mortgage. Appraisal of said premises is hereby waived or not at the option of the party of the second part.

Witness their hands this day and year first herein above written.

Kathleen P. Black

State of Oklahoma)

H.C. Black.

County of Muskogee(S.S.

ACKNOWLEDGMENT.

Before me Chas Diefendaffer, a Notary Public in and for said County and State on this 8th day of November 1909 personally appeared Kathleen P. Black and H.C. Black, her husband, to me known to be the identical person 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 this day and year first above written.

(S.S.)

Chas Diefendaffer, Notary Public.

My commission expires Jan. 21, 1910.

Filed for record at Tulsa Nov. 8 1909 at 8:30 o'clock A.M.

H.C. Walker, Register of Deeds (S.S.)

RENEWAL CONTRACT

COMPARED

This contract made and entered into this second of November A.D. 1909 by and between Nancy Evelyn Ne Jones and John Neeson, of Tulsa, Okla. parties of the first part and E.C. Frankenhenger, party of the second part.

Witnesseth: That for and in consideration of the covenants and agreements hereinafter made by the party of the second part, the parties of the first part this day and by these presents do devise and let to the party of the second part his heirs and assigns, for agricultural purposes for the term of five (5) years from the second (2d) day of November A.D. 1909 the following described parcels of land.

The SW 1/4 of SW 1/4 of section 2, Township 19N. Range 11 E.

It is understood and agreed that the party of the second part shall pay to the parties of the first part a rental of \$20.00 per annum during the term of this contract payable annually during the term of this contract, payable as follows:

\$20.00 Jan. 1, 1910	\$20.00 Jan. 1 1911
\$20.00 Jan. 1, 1912	\$20.00 Jan. 1, 1913. \$20.00 Jan 1, 1914.

It is further understood and agreed that the party of the second part shall build construct and erect on said premises the following improvements which shall belong the property of the party of the first part on the termination of this contract to-wit:

The second party is to put such improvements on the place as may be necessary for his own convenience that is in the way of settling, located