

to the said party of the second part, his heirs or assigns, the sum of Fifteen hundred Dollars, with interest thereon at the time and in the manner specified in One certain promissory note, bearing date May 12, 1909, executed by the party of the first part, payable to the order of Leander Lane, at Sapulpa, Oklahoma, as follows: \$ 1500.00 payable May 12, 1912, with 6 per cent interest from date until maturity, then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any part of the principal or interest, when the same is due, or any of said notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon ~~each and all of the several amounts herein secured shall immediately become due and payable~~ said premises when the same shall become due and payable, and if foreclosure proceedings be instituted hereon, the holder shall be entitled to recover \$----- Attorney fee, a ll costs of suit, which sum shall be and become an additional lien and be secured by lien of this mortgage, and said part-- of the first part hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption stay laws of the State of Oklahoma.

And it is hereby further stipulated that during the continuance of this instrument in force, the said party of the first part shall at all times keep the buildings and said premises insured against loss or damage by fire or tornado in a sum not less than \$..... loss, if any, payable to the said party of the second part as his interest may appear.

IN TESTIMONY WHEREOF; The said party of the first part has hereunto set her hand and seal the day and year above written.

Signed and delivered in the presence of: Elizzie Davis.

STATE OF OKLAHOMA, COUNTY OF CREEK, SS.

Before me, The undersigned, a Notary Public, in and for said County and State, on this 12th, day of May 1909, personally appeared Elizzie Davis, 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 above set forth.

Irene E. Upton,

(SEAL) My commission expires Sept. 29, 1912.

Notary Public.

Filed for record at Tulsa, Okla., May 12, 1909, at 4.10 o'clock P. M.

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

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CONTRACT.

THIS AGREEMENT, Made and entered into this 8th, day of October 1908, by and between Ferrey Rogers and Robert Rogers, of Creek County, Oklahoma, parties of the first part, and Frank E. Duncan, of Tulsa, Oklahoma, party of the second part,

WITNESSETH: That the said parties of the first part, for again consideration of the services to be performed by the said party of the second part, and the mutual promises and agreements hereinafter provided, that said parties of the first part hereby appoint hire and employ the said Frank E. Duncan, attorney at law, of Tulsa, Oklahoma, to look after, care for and be the legal representative of the parties of the first part in all