

shall become a lien on ^{said} the premises from date of advancement of same; second, to pay all sums of money due and payable upon the said first mortgage bond secured hereby, with the accrued interest and premium and fines thereon, and third, the overplus, if any, to be paid to the first parties, their legal representatives or assigns.

BUT, Until default be made in some one or more of the conditions hereof, the parties of the first part shall be entitled to the use of the income, rents and profits of said property.

AND THE SAID PARTIES of the first part, for themselves and their heirs, executors and administrators and assigns, do hereby covenant to and with the said party of the second part and its successors or assigns that they are lawfully seized of said premises in Fee Simple; that they have good right to grant, sell and convey the same, and that said premises are free and clear of all liens and encumbrances of every kind and nature whatsoever, and that the said parties of the first part will warrant and defend the same against all claims, liens, clouds and demands whatsoever.

This mortgage is delivered in the state of Colorado and is to be construed according to its Laws, subject to the lawful restrictions of the State of Oklahoma, so far as it relates to ^{and} affects the validity of the first mortgage bond, secured hereby. All erasures and Interlineations appearing in this mortgage were made by consent of the first parties before the execution hereof.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in presence of: George A. Erwin (SEAL)
 Maud W. Erwin (SEAL)

 STATE OF OKLAHOMA, TULSA COUNTY,) SS.

Before me, a Notary Public, in and for the said County and State, on this 11th, day of May A. D., 1909, personally appeared George A. Erwin and Maud W. Erwin, husband and wife, to me known to be the identical persons who execute the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, and for the uses and purposes therein set forth.

WITNESS my hand and official seal in said County, the day and date first above written.

A. B. Davis,

(SEAL) My commission expires November 26, 1911. Notary Public.

Filed for record at Tulsa, Okla., May 15, 1909, at 2.55/0'clock P. M.

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

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L E A S E.

THIS INDENTURE OF LEASE, Made this 12th day of May 1909, by and between Mary J. McKee and Charles McKee, her husband, parties of the first part, and W. P. Moore, party of the second part:

WITNESSETH: That for and in consideration of the covenants and agreements herein after made by the party of the second part, the parties of the first part have this day and by these presents do rent, lease and let unto the party of the second part, his executors, administrators and assigns, for agricultural purposes for a term of One (1)