

suit, to be secured by this mortgage, and for the consideration above hereby expressly waive the appraisalment of said real estate and all benefits of the homestead and stay laws of the state.

IN TESTIMONY WHEREOF the parties of the first part have hereunto subscribed their names the day and year first above written.

P. H. O'Farrell

Catherine O'Farrell

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, Claude F. Tingley, a Notary Public, in and for said County and State on this 29th day of October, 1909 personally appeared P. H. O'Farrell and Catherine O'Farrell, to me known to be the identical persons 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.

(SEAL)

Claude F. Tingley, Notary Public

My commission expires Sept, 17th 1910.

Filed for record Nov, 3, 1909 at 10:00 o'clock A. M.

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

Lease

COMPARED

THIS INDENTURE, made and entered into this 10th day of July A. D. 1907, by and between James H. Davis, the legally constituted and appointed guardian of Martha McKillop, 7 years of age, minor child of Kate Davis now wife of James H. Davis, party of the first part and P. B. Crewson, 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 party of the first part, as guardian of said minor, being authorized in the premises this day and by these presents, does demise, let and lease to the party of the second part, and his heirs for agriculture purposes for the term of five (5) years, from January first 1908, the following described piece and parcel of land, to-wit:- The SW¹ of Sec. 23, Town. 19, North, Range 14, East situated in the Creek Nation, Indian Territory.

It is covenanted and agreed that the party of the second part will pay the party of the first part, as the legal guardian of said ward the sum of \$40.00 per annum., during the term of this lease payable as follows, to-wit: \$40.00 cash in advance on Jan 1st, 1908 when this lease is approved by the court, and the balance of \$40.00 on the first day of each year thereafter during the life of this lease.

The party of the second part, in addition to the covenants on his part hereinbefore set out, to be done and performed, agrees to build