

The party of the first part agrees to keep the place in good condition and keep up the fences that is now around at at his own expense and in the event that he build any house or put any other permanent improvements such as house or house he shall be allowed a fair value for the same or be allowed to move the same off of said farm. It is further agreed and understood that the value of such house or houses that may be built by the party of the first part may be decided by arbitration, that is, three disinterested men, that is to say, the party of the first part is to appoint one and the party of the second part shall appoint one and the two selected shall appoint the third one. The party of the second part to give the party of the first part possession of said farm by the first of the year or earlier if possible.

The party of the first part agrees to surrender and give up said place at the expiration of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the fourth day of November 1908.

L. A. Bell, Guardian for Washington Tucker.

Approved Nov. 4th, 1908.

Max Rothpletz.

W. T. Drake, County Judge.

State of Oklahoma, Wagoner County, SS.

Subscribed and sworn to before me this the 12th, day of October 1909.

Alta E. Hall, Notary Public.

'SEAL' My commission expires Nov. 4th, 1912.

Filed for record at Tulsa, Okla., Oct. 18, 1909, at 10:30 o'clock A. M.

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

RELEASE OF MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That I, David McHodge, of Tulsa County, Oklahoma, for value received, do hereby release from the mortgage lien created by a certain mortgage given by Albert A. Small to me, the said David McHodge, dated March 4, 1909, and filed for record the same day in the office of the Register of Deeds of Tulsa County, Oklahoma, and recorded in record 46, at page 184, the following described real estate, to-wit:

Lot Twelve (12) in Block Five (5), all in the Factory Addition to the City of Tulsa, in Tulsa County, Oklahoma, according to a recorded plat thereof.

This release is given on the above described property only and in no wise affects the lien of said mortgage on the rest of the property therein described, and I, the said David McHodge, do hereby quitclaim, grant, bargain, sell and convey unto the said Albert A. Small, his heirs and assigns forever, all of our right, title and interest and estate in and to the said above described premises.

IN WITNESS WHEREOF, I have hereunto set my hand, this 18th, day of October 1909.

David McHodge.