

This mortgage is given to secure the payment of the full sum of \$140.00 as evidenced by two promissory notes of even date herewith, signed by said first parties payable to the said second party as follows.

Seventy dollars on the 3<sup>rd</sup> day of May 1911.

Seventy dollars on the 3<sup>rd</sup> day of May 1912.

with interest thereon at the rate of ten per cent per annum, after maturity until paid, principal and interest payable at the office of Humphrey & Humphrey in Independence Kansas.

It is expressly agreed that if the first parties shall pay the said sum or sums of money above provided at the times the same are made due and payable, then these presents shall become null and void and the second party shall release the same of record. But in case of failure of the first parties to pay the said sum or sums of money hereby secured when due, or any taxes or assessments levied against said above described property before delinquent or any other liens that may attach to said property before foreclosure, or shall permit default to be made in the performance of any of the conditions the First mortgage above mentioned, then the whole sum or sums of money hereby secured shall forthwith become due and payable at the option of the second party, and no demand or notice shall be necessary before commencement of suit to foreclose this mortgage, and in case of foreclosure here of or suit to collect the money hereby secured the first parties agree to pay a reasonable attorney's fee as provided in said notes, in addition to all other legal costs and fees and the first parties hereby waive all benefit of the appraisal stay and homestead laws of the state of Oklahoma.

In witness whereof, the said parties of the first part have hereunto set their hands this 3<sup>rd</sup> day of May 1910.

Frank Hustedde

Katie Hustedde

State of Oklahoma, Tulsa County SS.

Before me E.A. Lilly a Notary Public in and for said county and state, on this 6th day of May 1910, personally appeared Frank Hustedde and Katie Hustedde to his wife, 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)

E.A. Lilly, Notary Public.

My commission expires Sept. 21, 1912.

Filed for record at Tulsa, Okla May 21 1910 at 2:10 O'clock P.M.

H.C. Walkley, Register of deeds (seal)

QUADRUPLICATE

10491

4574

*Form A. - Cherokee*

LEASE.

TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR.

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT, CHEROKEE NATION, INDIAN TERRITORY. Sect. 72 Act of July 1, 1902, 32 Stat. 716-726)

THIS INDENTURE OF LEASE, Made and entered into, in quadruplicate, on this 21st day of November, A.D. 1906, by and between Ross I. Daniels, Guardian at Law of Eliza B. Daniels a minor, born March 5th, 1900, of Tahlequah, Indian Territory, party of the first part, lessor, and The Warren Company of Bartlesville, Indian Territory, party of the second part, lessee, under and in pursuance of the provisions of section 72 of the act of Congress approved July 1, 1902, and the regulations prescribed by the Secretary of the Interior thereunder.

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COMPARED