

or assigns shall appear in Court to defend, protect or preserve the title to and possession of said premises or for the foreclosing of this mortgage that any costs or expenses so made including a reasonable attorney's fee shall be recoverable from said first parties or be taxed as costs and that this mortgage shall stand as security therefor.

In witness whereof the said party of the first part have hereunto set their hands this the Sept. 14, 1910.

Witnesses-----.

Wilton Pemberton.

Acknowledgment.

State of Oklahoma, County of McIntosh, SS.

Before Marshall B. Wellborn, a Notary Public in and for said county and state, duly commissioned and acting as such on this Sept. 14th 1910, personally appeared Wilton Pemberton, a single man, to me known to be the identical person who executed the within and foregoing mortgage and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth and I hereby so certify.

Witness my hand and seal as such Notary Public.

(seal)

Marshall B. Wellborn, Notary Public.

My commission expires Nov. 16, 1912.

Filed for record at Tulsa, Okla Sep. 15, 1910 at 11 o'clock A.M.

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

COMPARED

LEASE CONTRACT.

THIS AGREEMENT made and entered into this 14th day of September 1910 by and between Annie Buck Squires of Bixby, Okla. party of the first part and The Bank of Bixby, of Bixby, Okla. party of the second part.

Witnesseth that for and in consideration of the covenants and agreements hereinafter made and set forth, the party of the first part has let, leased and demised and does by these presents let, lease and demise unto the party of the second part, his heirs or assigns for agricultural purposes for the term of five years from and after the 14th day of Sept. 1910 the following described tract of land, to-wit:

SE 1/4 of SW 1/4 Section 27, Township 17 North range 13 East containing forty (40) acres, more or less.

The said party of the second part, for the use of said land, agrees to pay to the party of the first part, a rent as follows: One & No/100 (\$1.00) dollars and other good and sufficient consideration the receipt of all which is hereby acknowledged by party of the first part.

It is also expressly understood and agreed that the said second party shall deliver up possession of the said premises with all improvements except as otherwise agreed in this contract, at the expiration of said term, in good condition (natural wear considered)/ without further notice on the part of the said first party.

Witness our hands and seals the day and year first above written.

Annie Buck Squires (seal)

The Bank of Bixby
By J.F. Pautler, Cashier.

Signed, sealed and delivered in the presence of-----