

COPY FILED

No. 2813

(Real Estate Lease)

This Lease, made this 20th day of February 1907, by and between J. C. Chamberlain, as first party and J. J. Hatt as second party.

Witnesseth; That first party in consideration of the covenants and agreements hereinafter set forth, does by these presents demise, lease and let unto the second party for agricultural purposes, the following described property situated in the Creek Nation, Indian Territory, to-wit:

All of the southwest quarter (4) of section One (1) Township Nineteen (19) Range Thirteen (13) East

To have and to hold the same to the second party from the 20th day of Feb'y, 1907 to the 1st day of January 1908, and said second party in consideration of the premises herein set forth agrees to pay the first party as rental for the above described premises the sum of \$500.00 - \$150.00 on this date, the receipt of which is hereby acknowledged and the balance when crops on said premises are matured.

It is further agreed that second party shall not assign this lease or sub let the premises or any part thereof, or farm any additional lands, without the written consent of the first party, and it is also agreed that upon request of the second party to properly tend growing crops in a good workmanlike manner, that the party of the first part may furnish the necessary money to put and keep crops free from weeds and in good growing condition the expense of so doing to be due, and to give the first party a first lien on all crops raised on said premises.

It is further agreed, that upon the failure to pay the rentals, or any part thereof as herein provided, or to otherwise comply with the terms and conditions of this lease by the second party, then the first party, his heirs or assigns, may declare this lease at an end and void, and are hereby authorized and empowered to re-enter and take possession of said premises, and detainers and notice of such election and demand of such possession are hereby waived, and without process of law to sell and dispose of such amount of crops as is necessary to pay all indebtedness to first party.

And it is further agreed by and between the parties hereto that the said J. C. Chamberlain will seal the two rooms of the house, which at present are not sealed.

It is also agreed that the said J. J. Hatt shall have the privilege of removing any and all improvements, which he may place upon said premises, at the expiration of this lease, unless purchased by party of the first part.

And it is further agreed that at the end of this lease, or sooner determination thereof, the second party shall give peaceable possession