

C. B. Whitaker,

Real Estate Lease.

To
J. P. Whitaker

This Lease, made this 16th day of September, 1907, by and between C. B. Whitaker as first party and J. P. Whitaker 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: The West half of the North east quarter of section Twelve in Township Seventeen north and Range fourteen east of Indian Base and meridian in Indian Territory.

To have and to hold the same to the second party from the 1st day of January 1908, to the 28th day of December, 1910, 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, Three hundred fifty Dollars cash in advance receipt of which is hereby acknowledged.

It is further agreed that the second party will use all due diligence in gathering all crops, permit no waste by stock or otherwise, keep down obnoxious weeds and shrub, cut first party's share of corn before he gathers his own share; dividing equally as possible by shucking six rows for the first party, retaining twelve rows for himself alternately through the field, making due allowance for short rows, furthermore, to render to the first party a full and true account of the disposal of all crops grown up on the premises.

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 neglect of the second party to properly tend growing crops in a good workmanship 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