

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 obtain 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 - and it is further agreed that at the end of this lease, or sooner determination thereof, the second party shall give peaceable possession of the premises to the first party in as good condition as they now are, the usual wear and tear and damages, by the elements alone excepted.

This lease shall not be considered renewed except by the written agreement of the parties, and the covenants and agreements shall extend to and be binding upon the heirs, executors and assigns of all parties hereto.

Witness our hands and seals the day first above written.

Witnesses —

E. B. Whitaker (seal)

J. P. Whitaker (seal)

Acknowledgment.

Indian Territory,
Western Dist. ss

Before me, F. A. Hurd, a Notary Public in and for the Western District of Indian Territory, in this 16th day of Sept. 1907, personally appeared E. B. Whitaker and J. P. Whitaker, 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 purposes and conditions set forth.

Witness my hand and official seal the day and year set forth.

(seal) Western Dist. I. T.

F. A. Hurd, Notary Public,

My commission Expires Jan. 21, 1911.

Filed for record, Sept. 17, 1907, at 8 a. m.

Otis Lorton,

Deputy Clerk & ex-Officio Rec.