

UNPAID

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Lease

m.
m.
P.L.
C.L.
D.
L.

Know all men by these Presents: this lease made this 23rd day of Sept 1907, by Bettie McIntosh of the first part to E.M. Yates party of the second part. Witnesseth: that the said party of the first part in consideration of the rents, covenants and agreements of the said party of the second part, the following described property situated in the Creek Nation Indian Territory to wit:

The south east 1/4 of the north east quarter of Sec One (1) township eighteen (18) Range fourteen (14) east D.M., To Have and To Hold the same unto the said party of the second part from the first day of ²³ Sept 1907 to the 23rd day of Sept 1912, and the said party of the second part in consideration of the leasing of the premises as above set forth covenants and agrees with the said party of the first part, here or assigns, as rent for the same the sum of forty dollars (\$40⁰⁰) payable as follows to wit:

Forty Dollars payable in advance the 23rd of Sep. of each year.

Hereby waiving the benefit the benefit of the exemption valuation and appraisement laws of the Indian Territory to secure the payment thereof.

It is hereby agreed and understood that this lease is taken for agricultural purposes only.

The said part of the second part further covenants with the said part of the first part that at the expiration of the time mentioned in this lease to give peaceable possession of the said premises to said part of the first part in as good condition as they are now the usual wear unavoidable accidents and loss by fire excepted and will not make or suffer any waste thereof and upon the violation of or default in any of the preceding covenants and provisions or the nonpayment of the rents as aforesaid the said part may at his election either distain for said rent due or declare the lease at an end and recover the same as if held by forcible detainer