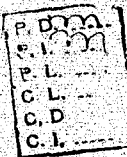


COMPARED

No. 2129.



Lafay Rogers, nee Mackey.

do

W. E. Fish.

Lease.

This Agreement made and entered into this 5th day of January, 1902, by and between La Fay Rogers, nee Mackey, for and on behalf of herself party of the first part, and W. E. Fish, party of the second part, hereafter called the lessor.

Witnesseth that for and in consideration of the sum of One Hundred Twenty (\$20.00) Dollars, in hand paid, the receipt of which is hereby acknowledged, the said La Fay Rogers, nee Mackey, hereafter called the lessor, has this day and by these presents rented and leased to the said W. E. Fish, his executors and assigns, the following described lands situated in the Creek Nation, Indian Territory, to wit:

The Northwest Quarter of the Northeast Quarter of Section Thirty-six (36), Township Nineteen (19) North and Range Thirteen (13) East, containing Forty (40) acres.

To Have and to Hold said premises for agricultural purposes during the term of five (5) years, and the said lessor hereby rents the same for the sum of Forty Dollars (\$40.00) per year for the first three years and Fifty Dollars (\$50.00) for the last two years, and the sum of \$120.00 has this day been paid by lessee and the receipt acknowledged by lessor, same being payment in full for the first three years rent, the balance due for the last two years (\$100.00) is payable at the end of three years from the first day of January, 1905, it being understood that this lease is for a term of five years beginning January 1st, 1905. Lessee shall have the right to remove any and all improvements he may put on said land unless they be paid for by said lessor at their expiration of this lease. Lessee agrees to leave as good fence as is now on the land.

No contract other or different from this shall be claimed by either part hereto unless the same is in writing and signed by each of them.

Signed this 5th day of January, 1902.

Lafay Rogers, nee Mackey

Acknowledgment.

Indian Territory, } ss. Do It Reminded, that on this 5th day of January 1902 before me, Charles L. Larr, a Notary Public, duly commissioned, within and for said Territory and District personally appeared Lafay Rogers nee Mackey personally well known to me to be the person described as lessee, and whose name — subscribed to the foregoing lease, and stated and acknowledged to me that she executed the same for the purpose and consideration therein expressed, mentioned and set forth as her free act and deed.

Witness Whereof, I have hereunto set my hand and Notarial seal this day and year last above written.

(Seal) Western District, Ind. Ter.

Charles L. Larr.

my commission expires Nov. 18, 1908

Notary Public

Filed for Record Jan 9, 1902 at 5⁰⁰ a.m.,

Chas. L. Larr

Deputy Clerk & ex-officio Recorder.