

COMPARED

-----: REAL ESTATE LEASE :-----

This lease made this 5th day of Jan 1907, by and between J.C.Morrison of Bixby I.T. as first party and Wes Mc Cullough Fry I.T. 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 south west 1/4 of the North east 1/4 of Section Thirty five (35) township 18 North Range thirteen (13) east and the south east 1/4 of the North east 1/4 and the north half of the south east 1/4 of section thirty five (35) township 18 north and 13 east.

To have and to hold the same unto the second party from the 1st day of Jan 1907 to the 1st day of Jan 1911. And said second party in consideration of the premises herein set forth agrees to pay first party as rental for the above described premises \$ 325.00 cash per annum \$ 162.50 the first day of Feb 1907 and 162.50 the first day of August 1907 and \$ 325.00 the first day of Jan each year thereafter during the term of this contract.

And it is further agreed by and between the parties hereto that the party of the second part shall take care and attend to the orchard and keep the same in good condition as far as possible and have the use of all the fruit but the party of the first part shall have the right to all the fruit the needs for his own family use as long as there is any fruit in the orchard. Said party of the second part is to remove the two tenant houses on the East side of the place and build a barn out of the same and all improvements put on said land shall remain the property of the party of the first part at the expiration of this contract.

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.

Witness
Sam Lovitt
W M. Mc Cullough

J.C.Morrison	SEAL
Wes Mc Cullough	SEAL

ACKNOWLEDGEMENT.

State of Oklahoma)
County of Creek Nation .) SS

Before me, Willard M McCullough, a Notary Public in and for the County of Creek Nation Oklahoma, in this 5th day of Jan 1907, personally appeared J.C. Morrison and Wes Mc Cullough to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to 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.

My commission expires March 21 1908.
(SEAL)

Willard M. Mc Cullough
Notary Public.

Filed for record Jul 8 1908 at 8 A.M. H.C.Walkley Reg. of Deeds (SEAL)