

in good repair, to work and farm said premises in a good husbandlike manner; to commit no waste thereon; to not alter said premises in any manner, except as may be hereinafter especially provided; to <sup>at</sup> all times plow and tend said premises to the best advantage of himself and the party of the first part; to care for and to trim and keep in good cultivation the orchard; to care for and keep in good repair all fences, buildings and outbuildings; and to turn same over to first party at expiration of this lease in as good condition as they now are, the usual wear, inevitable accident and loss by fire excepted.

And the said party of the second part covenants and agrees with the party of the first part that at the expiration of the time mentioned in this lease they will deliver up the possession of the premises herein described, peaceably and without legal process for the recovery thereof.

And the party of the second part agrees and covenants that in case of the non-payment of the whole or any portion of the said rent at the time when it has been agreed that the same shall be paid, the said party of the first part his assigns or legal representatives, at his election, may either distrain for said rent due, or declare this lease at an end and recover possession as if the same was held by forcible detainer, the said parties of the second part hereby waiving any notice of such election or any demand for the possession of the said premises by the party of the first part.

The covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs assigns, executors and administrators of the parties to this lease.

IN WITNESS WHEREOF, The parties <sup>of these</sup> ~~of these~~ presents have hereunto set their hands the day and year first above written.

Signed in the presence of  
P.L. Thurman

State of Oklahoma ) SS  
County of Tulsa )

William Suwat.

*party of the first part*  
*party of the second part*

Be fore me, a Notary Public within and

said County and State on this 7th day of March 1908 personally appeared William Suwat <sup>his wife</sup> and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

SEAL.

My commission expires July 2<sup>nd</sup> 1910.

Robert E Lynch

Notary Public

Filed for record ~~205 P.M.~~ Jul 25<sup>th</sup> 1908 at 2:05 P.M. H.C. Walkley Reg of Deeds (SEAL)

COMPARED

-----: RENTAL CONTRACT :-----

This agreement made and entered into by and between Wm. Parks of Jenks Okla and B Bigbee also of Jenks

Witnesseth: That for and in consideration of the sum of Twenty dollars cash in hand paid by B Bigbee to William Parks, said William Parks leases and lets unto said B Bigbee 45 acres of land lying on the east half of the south west quarter of Section 13 Township Eighteen North Range Twelve East, for a term of one year from the 1st day of January 1909 to January 1st 1910.

Said B Bigbee further agrees to place one half mile of fence on the west