

COMPARED

-----: F A R M L E A S E :-----

THIS INDENTURE Made and entered into this 29th day of August 1908 by and between Ella Horner of Tulsa party of the first part, and Jay Foresythe and Perry Hoshaw of Tulsa Parties of the second part.

WITNESSETH: That said party of the first part in consideration of the covenants and agreements hereinafter set forth, does by these presents Lease to the said parties of the second part, the following described property, situated in the County of Tulsa and State of Oklahoma, to-wit :-

South west quarter of Section 31 Township 19 N of Range 12 E I.M.

To have and to hold the same unto the said parties of the second part from the First day of January 1909 to the first day of January 1914 .

And the said parties of the second part in consideration of the leasing of the premises as above set forth, covenants and agrees with the party of the first part to pay the party of the first part as rent for the same The sum of three Hundred Dollars per year to be paid as follows \$ 150.00 cash in hand the receipt of which is hereby acknowledged and \$ 150.00 on first day of December 1909 and for each succeeding year during the life of this lease they agree to pay \$ 150.00 on first day of January and \$ 150.00 on first day of December of each year .

And the said parties of the second part agree to keep said premises 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 at 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 parties 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 parties 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 representative at her election, may either distress 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 .

And the party of the second part further agrees and covenants with the party of the first part that they will in addition to the payment of the above named amounts place three hundred dollars worth of permanent improvements on said land consisting of feed lots, cribs & ditches same to remain on said land .

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