

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands this 9th day of September 1908.

Ira O. Butts,
Ella S. Butts

STATE OF OKLAHOMA)
ROGERS COUNTY) SS:

Before me a notary Public in and for said County and State on this 12th day of September 1908 personally appeared Ira O. Butts and Ella S. Butts his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth:

George L. Hicks,
Notary Public.

(SEAL)

My commission expires June 5th 1911.

Filed for record Sept 14th 1908 at 9:A.M. H. G. Walkley, Register of Deeds.

(SEAL)

COMPARED

✓
-:C O N T R A C T:-

This contract of lease made and entered into this 17th day of September 1908, by and between James Fannie French, formerly James Fannie^D Warren and J. H. French her husband, and James B. Bragassa,

WITNESSETH: That the parties first named, to be hereinafter known as parties of the first part, have leased and let to James B. Bragassa, to be hereinafter known as party of the second part, the following described land to-wit:

The W. 1/2 of the S.W. 1/4 of the N.E. 1/4 less 3.06 acres St. L. & S. F. right of way, and the S.E. 1/4 of the N.W. 1/4 less 6.12 acres St. L. & S. F. right of way Section Twenty eight (28) Township Twenty (20) Range Fourteen (14) East containing 50.82 acres more or less.

To have and to hold to the party of the second part for the term of five years from the 17th day of September 1908, for the purposes of quarrying rock.

In consideration of which the party of the second part hereby agrees to pay to the party of the first part as rental therefor the sum of ten dollars per month in advance during the continuance of this lease.

It is further agreed that in consideration of the sum and rental aforesaid the party of the second part has the right to erect all buildings, machinery, side tracks, spurs and switches and road ways over and upon said land which may be come necessary in the quarrying and transportation of said rock.

It is further agreed that after the termination of this lease, and within thirty days therefrom, the party of the second part shall have the right to remove from said premises all machinery, buildings and all other property which he may place thereon lawfully for the purposes of this lease.

If the party of the second part shall fail to pay any installment of rent as hereinbefore provided within thirty days after the same is due, then