

that, after the expiration of the term of this contract, all such other and additional improvements, not including said barn or any improvements thereon, shall become and remain the property of said first parties.

The covenants and agreements of this contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

But it is expressly agreed and understood that this contract shall not be binding or of any force or effect whatever, until and except the <sup>said</sup> first parties shall enter into a bond in the sum of Two thousand Dollars (\$2,000.00) to said second parties, for the faithful discharge of all the covenants and agreements imposed upon said first parties by this contract, and until and except the said second parties shall enter into a bond to the said first parties in like amount and like conditions.

It is hereby agreed by all the parties hereto that a certain contract previously entered into between the parties hereto, dated September 29th, 1908, and thereafter duly filed for record in the office of the Register of Deeds in and for Tulsa County, Oklahoma, is hereby cancelled, set aside and held for naught, it being the intention of all the parties hereto to substitute this contract for and in place of said contract of date of September 29th, 1908.

IN WITNESS WHEREOF, the parties hereto sign their names to this instrument in duplicate on the day and year first above written.

(CORPORATE SEAL)

Attest: W. O. Dickenson,

Secretary.

W. S. Hall

THE CHEROKEE COMPANY

By S. R. Lewis,

President

J. F. Crosbie

Frank H. Young

G. S. Davis

John F. Black.

#### ACKNOWLEDGEMENT.

STATE OF OKLAHOMA )  
COUNTY OF TULSA, ) SS.

Before me, the undersigned, a Notary Public in and for said <sup>State</sup> ~~County~~ and <sup>County</sup> ~~State~~, on this 6th, day of November, 1908, personally appeared S. R. <sup>Lewis</sup> ~~Lewis~~, to me known to be the identical person who subscribed the name of the Cherokee Company to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, the said Cherokee Company, for the uses and purposes therein set forth, and that he was duly authorized so to do/

WITNESS my hand and seal as such Notary Public, on this 6th, day of November, 1908.

Orville S. Booth,

(SEAL) My commission expires the 23rd, day of February, 1912. Notary Public

#### ACKNOWLEDGEMENT.

STATE OF OKLAHOMA )  
TULSA COUNTY, ) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 6th, day of November, 1908, personally appeared William S. Hall 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. IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public, on this 6th, day of November, 1908.

Orville S. Booth, Notary Public.

(SEAL) My commission expires on the 23rd, day of February, 1912.

Filed for record Nov. 30, 1908.

H. C. Walkley, Register of Deeds (SEAL)