Lease.

This agreement, made this 12 day of May 1908 by and between Samuel Star of Okeotak, Oklahoma, party of the first part and Byron L. Avery of Tulsa, Oklahoma party of the second part witnesseth:

That party of the first part in consideration of the payment to him of $40.00 in advance by party of the second part the receipt of which is hereby acknowledged and of the agreements of party of the second part and the prompt performance of said agreements as hereinafter set out by these presents does for agricultural purposes, lease to party of second part for a term beginning May 12th, 1908 and ending May 12th 1913, the following lands and tenements lying and being in the Tulsa County, Oklahoma, the east half (E½) of Northwest quarter (NW¼) of southeast quarter (SE¼); and northwest quarter (NW¼) of northwest quarter (NW¼) of southeast quarter (SE¼) of section 29, township 21 north, range 13 east containing 30 acres, more or less, and upon the following terms, said second party agrees in addition to the $40.00 cash advanced to fence the land above described. This lease shall be assignable without the consent of party of first part, and the party of second part shall have the right to sublet without the consent of party of the first part. Party of the first part hereby covenants with party of second part that party of the first part has a right to lease said lands for said term and that party of second part shall have the quiet enjoyment of said premises for said term provided party of second part shall comply with the engagements and stipulation of this lease. Party of second part agrees to promptly make the payments and to perform the services herein agreed upon, and party of second part agrees that in case of failure to so comply the