

207337 LB

LEASE COMPARED

IT IS AGREED, This 25th day of January 1922, that E. A. Klote lessor does hereby lease to C. B. Wisher and C. A. Humphrey, Post Office in Tulsa County and State of Oklahoma, lessee the following described property, to-wit:

Ten (10) Acres in the Northeast corner of the South Half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Thirty-one (31), Township Nineteen (19) North, Range Thirteen (13) East, in the County of Tulsa, State of Oklahoma, with the appurtenances, for the term commencing the 1st day of January, 1922, and ending the 31st day of December, 1923.

Said lessee does hereby agree with said lessor as payment for the use and benefit accruing to him for the above described premises, and he does hereby bind himself, his heirs and executors, as follows:

FIRST. To cultivate in good, careful and proper manner all the tillable land on said premises; to use every effort to protect the crops from stock, and if both parties agree that it is necessary to build additional fences, lessee will haul the materials and do the work, according to direction of lessor or his agent, lessor to furnish materials.

SECOND. That he will take good care of all growing trees thereon of all kinds, protecting them from being destroyed by stock or otherwise.

THIRD. That during his occupancy of said premises he will not waste or permit waste to the buildings, timber or fences nor remove, nor allow any other person to enter upon and remove from said premises, any timber or any part or portion of the fences, buildings, or any of the improvements of any kind or nature whatever, upon said land, which are upon said land when he becomes an occupant thereof, or which may be placed thereon by said lessor or his agent during the term of said occupancy. And in case of such waste or removal of any timber or improvements, the lessor or his attorney or agent, may at once re-enter upon and occupy said premises, and said lessee will at once give peaceable possession of said premises and pay to said lessor the full value of all improvements thus taken from said premises.

FOURTH. Said lessee does hereby further agree that he will, at his expense, during the continuance of this lease, keep the said premises and every part thereof in good repair; that he will as far as possible, protect said premises from danger by fire, by plowing and burning when necessary; that he will not sub-lease, or assign this lease, without the written consent of said lessor and that he will, at the expiration of said term of rental, without further notice, deliver up the property herein rented in like condition as when taken, together, with all improvements that may be placed thereon by said lessor, damaged by the elements excepted.

FIFTH. For the use of said premises for the term mentioned he hereby agrees to pay to said lessor or his agent authorized by him to receive it the following rentals:

CASH RENT: One-hundred, Seventy-five and no/100 Dollars (\$175.00)

Lessee agrees that all small grain when harvested shall be properly stacked on said land and shall not be mingled with other grain and shall be allowed to stand until it has passed through the sweat, unless released by lessor in writing; that he will give said lessor or his agent ample notice of the time of threshing said grain; also that the rent corn shall be husked out and delivered as agreed before said lessee's share is gathered. Lessee further agrees that he will not sell his share of the crops until the rent has been settled. And if he fails to seasonable plant or to cultivate any crop, or