

shall at all times keep any and all noxious weeds, grass and underbrush cleared from said land and shall not allow nor permit the soil to become injured from any cause whatever.

Party of the second part shall leave any and all fences upon said land which are erected by him thereon and shall not over-pasture that portion of the land not put into cultivation, that by way of rental for the lands above described, party of the second part shall pay unto party of first part the sum of \$40 upon the 1st day of January, 1923, and the further sum of \$40 upon the 1st day of January of each and every year thereafter until the expiration of this lease. Party of the second part shall not cut any pecan or firstclass timber from the land except insofar as it is necessary to cut trees, other than pecan, from that portion of the land which party of the second part desires to put in cultivation and party of the second part shall not permit or carry on any waste thereon. In the event of any breach of any of the conditions of this agreement by the party of the second part, this lease shall become immediately void and party of the 1st. part shall be entitled to immediate possession of the lands hereby let and to take possession thereof with or without legal procedure and no notice to vacate shall be required to terminate this lease, but the same shall be automatically terminated immediately upon the breach of any of the aforesaid conditions. This lease shall not be assigned by the party of the second part nor shall the demised premises be sublet by him except by the written consent of the first party being obtained.

IN WITNESS WHEREOF the parties hereof have hereunto set their hands the day and year above written.

Edward P. Marshall

Guardian of Neddie Frank

Party of the first part.

F. L. Phillips

Party of the second part.

The foregoing lease approved this 31st day of August 1922.

Z. I. J. Holt

JUDGE OF THE COUNTY COURT

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Before me, the undersigned, a Notary Public within and for said County and State, on this 31st day of Aug., 1922, personally appeared Edward P. Marshall, as guardian of Neddie Frank and F. L. Phillips, to me personally 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires May 15, 1926

(SEAL) Mable Hales, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Aug. 31, 1922 at 4:10 o'clock P.M.
in Book 417, page 108

By F. E. Dickson, Deputy

(SEAL)

O. D. Lawson, County Clerk