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in Book 427, page 397

By F. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk

214196 C. J.

Agricultural Lease.

COMPARED

This lease, Made and Entered into this 16th day of January, 1922, by and between Roy Garbett, guardian of Carl Virgil White, a minor, of Tulsa, Oklahoma, party of the first part, and Nicke Spiger, of Skiatook, Oklahoma, party of the second part,

WITNESSETH: That for and in consideration of the covenants and agreements hereinafter made, the said party of the first part hereby agrees to lease to said party of the second part for agricultural purposes for a term of five years, same ending on the 31st day of December, 1926, the following described real estate, to-wit:

The Northwest quarter (NW4) of the Southeast Quarter (SE4) of Section Thirteen (13), Township Twenty-two (22) North, Range Twelve (12) East, containing 40 acres, more or less, situated in Tulsa County, State of Oklahoma.

Said party of the second part, for use of said premises, hereby agrees to pay to said first party the sum of Five Hundred Dollars (\$500.00) to be paid as follows, to-wit:

\$100.00 cash, receipt which is hereby acknowledged;

\$100.00 on or before January 1, 1923;

\$100.00 on or before January 1, 1924;

\$100.00 on or before January 1, 1925; and

\$100.00 on or before January 1, 1926;

This lease is to expire without notice on the 31st day of December, 1926 and is not transferrable; the same cannot be sublet without written consent of the party of the first part.

IT IS FURTHER AGREED That time of payment of said rental is the essence of this contract.

IT IS FURTHER AGREED that all improvements placed on said land by party of the second part shall remain on said premises and become the property of the party of the first part and said party of the second part is to keep said premises in good condition, including all improvements thereon.

IT IS FURTHER AGREED that no intoxicating liquors shall be made or sold on said premises and in the event that this provision is violated, said lease shall immediately become null and void;

Said party of the first part agrees to use his best endeavors to secure a roadway from the public highway to the above described premises and if for any reason said party of the second part is wholly deprived from ingress and egress to said premises, then he may terminate this lease, otherwise to remain in full force and effect unless said party of the second part violates some of the provisions hereinbefore mentioned and said party of the first part elects to terminate the same.

EXECUTED in duplicate the day and year first above mentioned.

Roy Garbett

Guardian of Carl Virgil White,

a minor, party of the first part,

X Nicke Spiger

Party of the Second part.