

executed the above assignment of her own free will and accord for the uses and purposes therein expressed on this 17th day of October, 1922.

(SEAL) Chas. W. Wortman, Notary Public

My commission expires Sept. 18, 1924.

Filed for record on Tulsa County, Okla. on Oct. 17, 1922, at 4:00 P.M. and duly recorded in book 428 - page 490, By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

211457 - BH

COMPARED

LEASE.

This lease, made this 24th day of July, 1922, by and between Annie Fabela, first party and E. C. Hodge, second party.

Witnesseth, that said first party in consideration of the covenants and agreements hereinafter set forth, does by these presents, demise, lease and let unto the second party the following described property situate in Tulsa County, State of Oklahoma, to-wit:

One hundred (100) acres more or less of land in cultivation lying and being in section 6, township 19, range 11, being land in cultivation, also about 20 acres of pasture land in said section, also one three room house on said land, with barn, outbuildings, etc.

To have and to hold the same to the second party from the 1st day of January, 1923, to the 1st day of January, 1924, And said second party in consideration of the premises herein set forth agrees to pay the first party as rental for the above described premises the one third of all grain raised, harvested and delivered to first party in her barns by second party, One fourth of all cotton produced and raised, delivered to first party at the cotton gins by second party after it is harvested and picked. And it is also agreed that upon failure to pay the rentals or any part thereof as herein provided or to otherwise comply with the terms and conditions of this lease by the second party then the first party may declare this lease at an end and void and reenter and take possession of said premises.

It is further agreed by and between the parties hereto all crops shall be farmed in a husbandlike manner, and kept in good <sup>farmlike</sup> shape by second party.

It is further agreed that at the end of this lease, or sooner termination thereof, the second party shall give possession of the premises to the first party in as good condition as they now are, the usual wear and tear and damages by the elements alone excepted. And upon the non-payment of the rent or any part thereof at the time and as above specified, said first party may distrain for rent due and declare this lease at an end and void, and re-enter and recover possession by forcable entry and detainer and notice of such election and demand of possession are hereby waived. This lease shall not be considered renewed except by agreement of the parties.

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

Witness our hands and seals the day first above written.

Witnesses to mark - Mary McIlhenny.

X Annie Fabela,  
E. C. Hodge.

State of Oklahoma )  
Tulsa County ) SS

Before me, Robt. W. Gibbs, a notary public in and for said county and state on this 24th day of July, 1922, personally appeared Annie Fabela and E. C. Hodge, to me known to be the identical persons who executed the within and foregoing instrument,