

Party of the second part shall have the privilege of breaking forty acres, more or less, on the above described tract and shall have the privilege of grubbing and clearing three acres of timberland on said tract. Party of the second part hereby agrees to remove from said premises and surrender the possession thereof to the party of the first part immediately on the expiration of this lease and notice to quit is hereby expressly waived. The holding over of party of the second part shall not be construed as an extension or renewal of this lease for it is expressly understood by and between the parties hereto that it is not intended by either of them to renew or extend the same unless by the execution of a new and different rental contract made in writing.

The party of the second part shall not commit or permit to be committed any waste whatever on said premises and shall not remove or tear down any buildings or other improvement thereon or destroy any trees or other property, except as herein expressly stipulated, and shall not sublet or assign any part of said premises, and any violation thereof shall render this lease immediately void and shall entitle the party of the first part to possession without notice. Witness the hands of the said parties hereto the day and year above written.

Sam Charley, Guardian of Beatrice Tibbels
 State of Oklahoma, Tulsa County, } ss. A. R. Davis.
 Before me, John D. Wakely, a Notary Public, in and for said
 County and State, on this 13 day of Nov. 1908, personally
 appeared Sam Charley, Guardian and A. R. Davis, to
 me 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 witness whereof I
 have hereunto set my hand and official seal the day
 and year last above written. John D. Wakely, Notary Public,
 (seal) my commission expires Nov. 29, 1911.

Filed for record Nov. 13, 1908 at 4:00 PM.
 (seal) Notary Public, Beggs, Okla.