

be excluded and forever barred.

In construing this instrument the words "first party" and "second party" wherever used shall be held to mean the persons named in the preamble as parties hereto.

Executed and delivered this 8th day of December, A.D. 1922.

Witnesses:

J. H. Middleton,
Lelah May Middleton.

State of Oklahoma)
Tulsa County) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of December, 1922, personally appeared J. H. Middleton and Lelah May Middleton, his wife 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.

Witness my hand and official seal the day and year last above written.

(SEAL) George M. Janeway, Notary Public

My commission expires Oct. 20. 1926.

Filed for record in Tulsa County, Okla. on Dec. 15, 1922, at 11:10 A.M. and duly recorded in book 431, page 586, By F. Delman, Deputy, (SEAL) O.D. Lawson, County Clerk.

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COMPARED

LEASE

This lease, made and entered into this 12th day of December, 1922, by and between Ekalarney Cahwee of Depew, Oklahoma, hereinafter called the lessor, and J. N. Vann of Tulsa, Oklahoma, hereinafter called the lessee, witnesseth:

1. That the lessor owns the following described real estate and premises, situated in Tulsa County, Oklahoma, to-wit:

The SW4 of SE4 of section 24, township 18 north, range 12 east
being 40 acres more or less of the allotment of Ekalarney Cahwee
being the homestead forty.

2. That the lessor, in consideration of the covenants, promises, and agreements herein contained and expressed, hereby rents, leases and lets to the lessee, the above described premises, to have and to hold the same from 1st day of December, 1922, to the 30th day of November 1923, together with the buildings and improvements thereon, for agricultural purposes only, for a period of one year.

3. That the lessor covenants to place the lessee in the quiet and peaceable possession of said premises on or before the beginning of the term covered by this lease, and to protect the lessee in the quiet and peaceable possession of said premises during the term of this lease.

4. That the lessee promises and agrees to pay the lessor as rental for said premises for said term, the sum of forty (\$40.00) dollars payable as follows: On January 5th, 1923.

5. That no part of said rent money shall be due and payable until the lessee shall have been placed in the quiet and actual possession of said premises.

6. That lessee be allowed to sublet or assign said lease and to use timber for posts or fuel or for clearing land to be cultivated.

Signed and delivered on the day and date first above written.

Signed in our presence:

Ekalarney Cahwee,
J. N. Vann.