

Tulsa, State of Oklahoma, to-wit:

S $\frac{1}{2}$ of NE $\frac{1}{4}$; S/2 of N/2 of NW $\frac{1}{4}$, of NE $\frac{1}{4}$, S/2 of NW $\frac{1}{4}$ of NE $\frac{1}{4}$;
S/2 of N/2 of N/2 of NW $\frac{1}{4}$ of NE $\frac{1}{4}$. and west 5 acres of lot
4, all in Sec. 9, T. 19 N, R11, E, being the surplus allot-
ment of Robert Rogers.

To have and to hold the same to the party of the second part from the 11th day of August, 1924, to the 11th day of December, 1927, and said party of the second part in consideration of the premises set forth agrees to pay the party of the first part as rental for the above described premises the sum of \$100.00 per annum. Receipt is hereby acknowledged of \$50.00 to apply to this contract.

It is further agreed that the party of the second part may assign this lease sub-let the premises or any part thereof without the written consent of the party of the first part. And it is also agreed that upon the 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 party of the second part then the party of the first part may declare this lease at an end and void and re-enter and take possession of said premises.

It is further agreed by and between the parties hereunto that the above described land is no part of grantor's homestead, nor is it his intention to make it his homestead.

It is further agreed that should any of said land be rendered unfit for cultivation by the drilling of oil or gas wells the first party shall reimburse said second party for any money he may have paid out on said land in the way of rentals or improvements.

It is further agreed that at the end of this lease or sooner, determination thereof, the party of the second part shall give peaceable possession of the premises to the party of the first part 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 of any part thereof at the time and as above specified said party of the first part may distrain for rent due and declare this lease at an end and void, and re-enter and recover possession by forcible 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.

Witness our hands the day first above written.

Robert Rogers.
Stephen B. Nelson.

Witnessed by
Otto Sherrick.
C. H. Smith.

State of Oklahoma)
County of Tulsa)

SS Before me a Notary Public, in and for the County and State aforesaid on this 20th day of December, 1922, personally appeared Robert Rogers to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, and for the uses and purposes therein set forth.

My commission expires July 3, 1923.

(SEAL) Bert Roberts, Notary Public.

Filed for record in Tulsa County, Okla. on Dec. 21, 1922, at 8:00 A.M. and duly recorded in book 432, page 13, By F. Delman, Deputy, (SEAL) O.D. Lawson, County Clerk.

217099 - BH

COMPART

RELEASE OF MORTGAGE.

In consideration of the payment of the debt therein named the West Tulsa State Bank, West Tulsa, Oklahoma, a corporation does hereby release mortgage made by J. S. Wilson and Fannie Wilson to The West Tulsa State Bank, and which is recorded in book 274,