

It is further provided that in the event of the assignment to creditors by the party of the second part, or either of them, or the institution of bankruptcy proceedings against the party of the second part, or either of them, such events, or either of them, shall forthwith and of itself cancel and hold for naught this lease, and all rights thereunder, and possession of said property shall immediately by such act or acts, pass to the party of the first part, at his option.

The party of the second part further agrees that after the expiration of the time given in this lease, to-wit: The 1st day of January, 1926, without notice from the first party, to give possession of said portion of said building to said party of the first part, loss by fire alone excepted. The destruction of the building on said premises by fire shall work a termination of this lease. Party of the first agrees to move house off premises as soon as they are able to get possession of same.

In witness whereof, the parties hereto have hereunto set their hands the day and year first above written.

Attest: Edwin Harrison, Sec'y.

John O. Mitchell Company,

By Young O. Mitchell, Pres.
T. E. Montgomery, ~~Sec'y~~ Co.
By T. E. Montgomery, *etc.*

State of Oklahoma)
County of Tulsa) SS

Before me, a Notary Public, in and for said County and State, on this 21st day of Nov. 1922, personally appeared Young O. Mitchell and T. E. Montgomery 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.

My commission expires Mar. 13, 1926. (SEAL) Y. M. Corder, Notary Public.

Filed for record in Tulsa County, Okla. on Jan 5, 1923. at 1:40 P.M. and duly recorded in book 432, page 160, By Brady Brown, Deputy, (SEAL) O.G. Weaver, County Clerk.

218266 - BH COMPARED

RENT CONTRACT.

This contract, made and entered into this 4th day of January, A.D. 1923, by and between Rollie Sarty of Wagoner County, Oklahoma, party of the first part, and Jas. F. Secrest of Coweta, Wagoner County, Ok. Coweta, Oklahoma, party of the second part.

Witnesseth; that for and in consideration of the covenants and agreements hereinafter made and set forth, the said party of the first part, this day and by these presents does demise and let to the party of the second part, his heirs and assigns, for - - - purposes, for a term of one year from the 2nd day of January, 1923, the following described real estate situated in Tulsa County, State of Oklahoma, to-wit:

The northeast quarter of the northeast quarter of section twenty two (22) township eighteen (18) north, range thirteen (13) east, containing 40 acres, more or less according to the survey thereof and being my homestead allotment,

together with all improvements now on said land.

First party agrees that the second party may sell, transfer, assign or lease above described land at any time during the term of this contract.