

218740 C.J. COMPARED

## AGRICULTURAL LEASE

THIS INDENTURE, Made this 1st day of January, A. D. 1923, by and between Bird McGuire, party of the first part, and Frank Bryant, party of the second part, provides as follows to-wit:

WITNESSETH, That the said party of the first part, in consideration of the covenants and agreements hereinafter provided, does by these presents lease to the said party of the second part the following described land, to-wit:

East Half (E $\frac{1}{2}$ ) of Southeast Quarter (SE $\frac{1}{4}$ ) of Section 17, Township 17,  
Range 14 East in Tulsa County, Oklahoma,  
being what is known as the Harry Frank allotment of eighty (80) acres, more or less.

The said party of the second part is to have and hold the same as lessee until the 31st day of December, 1923, which is designated as the life and tenure of this lease.

For and in consideration of said lease party of the second part agrees to pay as follows:

It is the purpose of the second party to plant ten acres of said lease in cotton and of the said cotton which may be raised on said land for the year 1923, whether it be more or less than ten acres, party of the second part agrees to deliver to party of the first part, to the gin at Bixby, Oklahoma, a one-fourth part of all the cotton raised on said land, That it is the purpose and agreement between the parties hereto that all of said land which is not planted in corn, and it is agreed by and between the parties hereto that party of the second part, or the lessee, is to husk said corn and deliver a one-third of all the corn produced on said place to the elevator at Bixby, which one-third is to be the amount of the rent paid by party of the second part to party of the first part, and that the one-third is to be delivered to the elevator at Bixby, as aforesaid, to party of the first part, or to such person or persons as he may designate.

The said party of the second part further covenants with the said party of the first part that at the expiration of the time mentioned in this lease peaceable possession of the said premises shall be given to the party of the first part, and that upon the non-payment of the whole or any portion of the said rent at the time the same is promised and agreed to be paid, the said party of the first part may, at his election, either destrain for said rent due, or declare this lease at an end and recover possession as if the same were held by forcible detainer, the party of the second part hereby waiving any notice of such election or any demand for said premises.

The covenants herein shall extend to and be binding upon heirs, executors and administrators of both parties to this lease.

Witness our hands and seal this 1st day of January, 1923.

Bird McGuire

Party of the first part

Frank Bryant

party of the second part.

STATE OF OKLAHOMA }  
County of Tulsa. } ss.

On this 1st day of January, A. D. 1923, before me, Jewell Guthrie duly appointed and qualified for and residing in said county, personally came Bird McGuire the said lessor, and Frank Bryant, to me known to be the identical persons whose names are affixed to the foregoing conveyance as lessor and lessee, and acknowledged the said instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year above written.  
My commission expires June 19, 1923 (SEAL) Jewell Guthrie, Notary Public