

In case said title cannot be perfected within the said 60 days herein provided, the second party shall have the option of declaring said trade off and shall receive back the amount paid, or may extend the time, as he shall see fit.

Witness: :  
Geo. A. Cummins  
Or Lee Botts

Cathaleen C. Mardock  
P. X. O'Byrne,  
Party of the First Part.  
P. X. O'Byrne,  
Party of the Second Part.

STATE OF OKLAHOMA, }  
Tulsa County. } ss.

Be It Remembered, That on this 23rd day of January 1923, before me, a Notary Public, in and for said County and State, personally appeared P. X. O'Byrne 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 for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires July 16th, 1924. (Seal)

Mary M. Miller, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, January 26, 1923, at 1:00 o'clock P.M. and recorded in Book 425, Page 25.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

220161

QUADRUPPLICATE  
4468

(Received  
(Dec. 21, 1923  
(No. 77250  
(Supt. Five Civilized Tribes.)

COMPARED

GRAZING AND HAY CUTTING LEASE.

This Indenture of Lease, Made and entered into in quadruplicate on this 5th day of Dec. A.D. 1922, by and between Lydia Knight of Westville, Okla. enrolled as a citizen of the Cherokee Nation, Roll No. 20062, party of the first part, hereinafter designated as lessor, and Gid Graham Box 401, Nowata, Okla. party of the second part, hereinafter designated as lessee, under and in pursuance of the provisions of the act of Congress approved Mar 27, 1908 (35 Stat. L.P. 512);

WITNESSETH, That for and in consideration of the rents, covenants, and agreements hereinafter provided, on the part of the lessee to be paid and performed, the lessor doth hereby let and lease unto the said lessee for grazing and hay-cutting purposes only, the following described tract of land lying and being within the limits of the Cherokee Nation, and within the county of Tulsa State of Oklahoma, to-wit:

N<sup>1</sup> NW<sup>1</sup> SW<sup>1</sup> and SW<sup>1</sup> NW<sup>1</sup> SW<sup>1</sup> of Sec. 27; Twp. 22. Range 13 (Her Homestead) containing 30 acres, more or less, for the period beginning on the 1 day of January, 1923, fully to be completed and ended on the 31 day of Dec. 1928, subject to the conditions hereinafter provided for.  
ROYALTY NO. 13842

The said lessee in consideration of said premises, as above set forth, covenants and agrees with the lessor to pay said lessor as rental for the same the sum of Ninety Dollars (\$90.00), being at the rate of 50/100 Dollars (\$.50) per acre per annum, payable as follows, to-wit: \$15.00 cash on approval of this lease, as a rental for year 1923; and \$15.00 to be paid on the first day of July of each succeeding year there-after during term of this lease.

The covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, executors and administrators of the parties to this lease.

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