

COMPARED

In Witness Whereof, THE INTER-STATE MORTGAGE TRUST COMPANY has caused these presents to be signed by its Vice President, and its Corporate Seal to be hereunto affixed, duly attested this fifth day of April 1923, at Larson Kansas.

ATTEST

W. J. Harris-Secretary

(CORD)
(SEAL)

THE INTER-STATE MORTGAGE TRUST COMPANY

By E. M. Swatszel-Vice President

STATE OF KANSAS

SS.

LABETTE COUNTY,

Before me, a Notary Public in and for said County and State, on this 5th day of April, 1923, personally appeared E. M. Swatszel, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

My commission expires Jan. 29, 1925

(SEAL)

W. A. Disch-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, April 16, 1923 at 3:40 o'clock P.M. and recorded in Book 441 Page 291

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.

227728-ACM

COMPARED

L E A S E

THIS LEASE, Made this 12th day of April, 1923, by and between Annie Fabela first party and R. H. Hoss second party

WITNESSETH, That said first party in consideration of the covenants and agreements hereinafter set forth, does by these presents demise, lease and let unto the second party the following described property, situated in Tulsa County, State of Oklahoma, to-wit:

The farm known as the Annie Fabela farm comprising 120 acres same being $\frac{23}{4}$ of $SE\frac{1}{4}$ and the $NW\frac{1}{4}$ of $SE\frac{1}{4}$ of Sec. One (1) Township Nineteen (19) Range Ten (10) East, 17M.

TO HAVE AND TO HOLD the same to the second party from the 1st day of January 1924, to the 1st day of January 1929, And said second party in consideration of the premises herein set forth agrees to pay the first party as rental for the above described premises the sum of \$225.00 Two Hundred twenty five & no/100 Dollars per annum, to be paid on the 1st day of January of each year during the life of this contract, the total consideration for rentals being the sum of \$1125.00, Eleven hundred twenty five & no/100 Dollars,

IT IS FURTHER AGREED that the second party shall have full power to assign this lease or sub-let the premises or any part thereof without the written consent of the first party. And it is also agreed that upon 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 second party then the first party 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 hereto

IT IS FURTHER AGREED that at the end of this lease, or sooner termination thereof, the second party shall give peaceable possession of the premises to the first party 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 or any part thereof at the time and as above specified, said first party may distrain for rent due and declare this lease at an end and void, and re-enter and recover possession by forceable entry and detainer and notice of such election