

session of said premises.

IT IS FURTHER AGREED, by and between the parties hereto Second party gets all the fruit.

IT IS FURTHER AGREED, that at the end of this lease, or sooner termination thereof, the second part----- shall give peaceable possession of the premises to the first part- in as good condition as they are now, the usual wear and tear and damage by the elements alone excepted. And on the non-payment of the rent or any part thereof, at the time as above specified, the first part----may distrain from 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.

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

Witness our hands and seals the first above written.

John B. Brown

Walter Brown

State of Okla., Tulsa County, ss.

Before me, J. A. Lowman a Notary Public in and for said County and State, on this 17 day of July 1923, personally appeared John B. Brown and Walter Brown 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 above set forth.

My Commission expires Nov. 22, 1925 (SEAL) J. A. Lowman, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, July 18, 1923 at 9:00 o'clock A.M.
in Book 464, page 249

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

236007 C.J.

COMPARED

QUADRUPLICATE
47852

RECEIVED
SUPT. FIVE CIV. TRIBES
CASHIER
JUNE 5, 1923
MAIL DIV. Jun 5, 1923
No. 33912

Form A. Series 1908.--Approved April 20, 1908
Amended February 6, and June 29, 1911.

* OFFICE OF INDIAN AFFAIRS *
* RECEIVED *
* JUN 18, 1923 *
* 48978 *

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT

Creek NATION, OKLAHOMA

THIS INDENTURE OF LEASE, made and entered into in quadruplicate on this 18th day of May A. D. 1923, by and between James Warley and Louina Warley, his wife, of Stone Bluff, Okla., enrolled as a full blood citizen of the Creek Nation, Roll No. 3081, party of the first part, hereinafter designated as lessor, and C.L. McMahon of Okmulgee, Okla., party of the second part, hereinafter designated as lessee, under and in pursuance of the provisions of the Act of Congress approved May 27, 1908, (35 Stat. L. P. 312)

WITNESSETH:

1. The lessor, for and in consideration of one dollar, the receipt whereof is acknowledged, and of the royalties, covenants, stipulations and conditions hereinafter contained, and hereby agreed to be paid, observed and performed by the lessee, does hereby