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in Book 464, page 269

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

236131 C.J. COMPARED

( Commercial Form.)

#### AGRICULTURAL LEASE

THIS CONTRACT, Made and entered into this 12th day of July , A.D. 1923, by and between Walter Anderson, P. O. Sapulpa , a citizen of the Creek Nation, Roll No. 2818 , as lessor and Sallie Morrison P. O. Broken Arrow, Oklahoma, as lessee.

WITNESSETH: That for and in consideration of the rents, covenants, and agreements hereinafter provided, on the party of the lessee to be paid and performed, the lessor doth hereby let and lease unto the said lessee the following described lands and premises located in Tulsa, County, Oklahoma.

NW/4 SE/4 Section 33, Twp. 19N, Rge. 11 E , Section- ----, Tp-----R-----, and containing 40 acres, more or less, for the period beginning on the Jan 1, 1924 , fully to be completed and ended on the 31st day of December, 1924, subject to the conditions hereinafter provided for.

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 Fifty Dollars (\$50.00), being at the rate of Total rental for the year (\$-----) per acre per annum, payable as follows, to-wit: ---- \$50.00 July 12, 1923

For the grass or pasture land, of which there are -----acres, the said lessee agrees to pay for the use thereof a cash rental of -----(\$-----) per acre, to the lessor.

The lessee agree to break out and place in a state of cultivation ----acres of said land not now in cultivation before the ----day of -----, 191----, and further covenant and agree that he will, at ----own expense, within-----from the date hereof, build construct and erect the following improvements upon the above described land:----- all of which are to be constructed in a substantial and workmanlike manner and of durable material.

The less---agree---to keep said premises in good repair; to work and farm said premises in a good husbandlike manner, to commit no waste thereon; to not alter said premises except as may be herein provided; to at all times plow and tend said premises to the best advantage; and to turn same over to the lessor at the expiration of this lease in as good condition as they now are, the usual wear, inevitable accidents, and loss by fire excepted.

Any repairs made on the fences and buildings on said lands by the lessee shall be considered to be done for the convenience of the lessee and for which he shall receive no pay from the lessor, and the same shall become a part of the premises.

And it is further agreed that if the lessee shall fail to pay the rents when due, or construct or place improvements on said land, as contracted for in the manner herein provided, or fail to comply with or violate any of the provisions of this contract, the lessor may, at his option, declare the lease forfeited by giving notice as required by law, and may thereupon re-enter and take possession of said premises and eject the lessee therefrom, but such forfeiture shall not release the lessee from paying all rents contracted for nor from such damages for such failure or violation.

The said lessee further covenant and agree that at the expiration of the time mentioned in this lease he will deliver up the possession of the premises herein