

above written.

(SEAL) Florence Hongs, Notary Public.

My commission expires Feb. 14, 1925.

Filed for record in Tulsa County, Okla. on Nov. 24, 1923, at 1:00 P.M. recorded in book 474, page 471, Brady Brown, Deputy.

(SEAL) O.C. Weaver, County Clerk.

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COMPARED

LEASE.

This lease, made this 3rd day of October, 1923, by and between Lizzie Hampton, "nee Gooden," Creek Roll No. 7111, first party, and R. W. 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, situate in Tulsa County, State of Oklahoma, to-wit:

Lots 8 and 9, Sec. 6, township 19 N., R. 11 E. containing 41.33 acres

surplus land, some being about $\frac{1}{2}$ timber and waste overflow land, the balance farm land, together with all improvements thereon.

To have and to hold the same to the second party from the 1st day of Jan. 1924 to the 1st day of Jan. 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 one hundred dollars (\$100.00 per annum, payable as follows. The sum of \$100.00 cash in hand the receipt whereof is hereby acknowledged, and the sum of \$10.00 per month for 40 consecutive months, payable in merchandise on the 1st day of each month commencing Oct. 1st, 1923.

It is further agreed that the second party shall have full power to assign this lease or sublet 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 forcible entry, and detainer and notice of such election and deed 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 day first above written.

Witnesses: E. B. Hoss,
Chas. Hampton.

Lizzie Hampton,
R. H. Hoss.

State of Oklahoma, Tulsa County, SS,

Before me, Robt W. Gibbs, a Notary Public in and for said County and State, on this 3rd day of Oct. 1923, personally appeared Lizzie Hampton and R. H. Hoss, 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 use and purposes therein set forth.