

kind and nature and that they will warrant and defend the same unto te said party of the second part his heirs and assigns against said parties of the first part their heirs and assigns and all and every person or persons who-soever, claiming or to claim the same.

In witness whereof, the said parties of the first part have hereunto set their hands and seal the day and year first above written.

C. E. Spahr,
Mrs. Josie Spahr.

State of Oklahoma)

Osage County) SS

Before me, a Notary Public, in and for said county and state on this 5 day of June, 1919 personally appeared C. E. Spahr and Josie Spahr, to me known to be the identical persons 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 mentioned.

(SEAL) A. E. Selby, Notary Public.

My com. expires Nov. 4, 1922.

Filed for record in Tulsa County, Okla. on Dec. 8, 1923, at 12:00, and recorded in book 474, page 605, Brady Brown, Deputy.

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

246323 - BH

FARM RENTAL CONTRACT.

This indenture witnesseth:

This contract made this 18th day of Sept. 1923, by and between A. W. McDowell, party of the first part and R. B. Smith party of the second part.

The party of the first part has this day, above written, leased unto the said party of the second part the use of 15 acres, described as follows, twenty acres of land out of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of section 44, township 18, range 13 E.

In consideration of the use of said above described land for the term hereinafter stated, said part_ of the second part hereby agree with the said party of the first part, that he will, during the term stated, thoroughly cultivate said land in a good and farm-like manner, doing the preparing of the ground, plowing, planting, cultivating and harvesting at the earliest and proper season. For failing to do this, the said first party may hire men and teams necessary to do the work at the proper time and season, and all expense so incurred by the said party of the first part, shall be a lien upon the portion of the crops otherwise due the said part_ of the second part.

Said party of the second part agrees that he will not damage, abuse or destroy any of the fencing or other improvements connected with said land, and that during term thereof, he will keep the same in as good repair as when received, reasonable wear and tear excepted, nor cut any standing timber on the premises except upon written order from the party of the first part, and in case of failure to observe these covenants, shall be liable to said first party out of the portion of the crop due the second part, for the reasonable damage done thereto; that he will remove all weeds, sprouts and grass from the fence and turn rows about the land rented during the month of August, 191_, that the said first party has a lien upon the crops raised upon said land for the rent agreed upon and the advances incident to making said crop, or harvesting same, to be paid out of the first corn, cotton or other produce raised thereon for the period ending Jan. 1st, 1925.

This contract expires on the 31st day of December, 1925. For the consideration of one hundred seventy dollars (\$175.00) A. W. McDowell leases the above described land to R. B.