

239936 C.J.

LEASE

COMPARED

475 THIS LEASE, made this 5th day of January, 1923 by and between Sarah Tecumseh nee Cooper, of the first part, and John B. Brown, of the second part,

WITNESSETH, that the 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 the County of Tulsa, State of Oklahoma, to-wit:

N $\frac{1}{2}$ of SW $\frac{1}{4}$ & SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec 26, Township 17 North Range 14 East containing 120 acres more or less.

TO HAVE AND TO HOLD the same to the second party from the First day of January, 1923 to the First day of January 1928. And said second party in consideration of the premises herein set forth agrees to pay to the first part---- as rental for above described premises the Five Hundred which I acknowledge the receipt in full.

IT IS FURTHER AGREED, that the second party shall not 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 the 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, when 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 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 party 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.

Nat Adkins

Sarah Tecumseh *nee Cooper*

State of Oklahoma, Tulsa County, ss.

Before me David Beaver, a Notary Public in and for said County and State, on this 5th day of January, 1923, personally appeared Sarah Tecumseh nee Cooper and--- to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she 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. 22nd 1923

(SEAL)

David Beaver, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Sept 13, 1923 at 9:10 o'clock A. M. in Book 475, page 9

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk