

State, on this 14th day of May, 1924, personally appeared Edgar E. Martin and Gertrude A. Martin, his wife, to me personally 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 signature and official seal, the day and year last above written.

My commission expires October 24, 1926

(SEAL)

Alice Sears, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 14, 1924 at 4:45 o'clock P. M. in Book 488, page 102

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

258223 C.J.

QUADRUPLICATE

4679

AGRICULTURAL LEASE

THIS CONTRACT, made and entered into this _____ day of _____ A. D. 192____ by and between Annie Fabela, of Wekiwa, Oklahoma a citizen of the Creek Nation, Roll No. _____, hereinafter called the lessor, and R. H. Hoss, of _____, hereinafter called the lessee, under and in accordance with the provisions of existing law, and the rules and regulations prescribed by the Secretary of the Interior relative to agricultural leases on restricted lands of allottees of the Five Civilized Tribes.

WITNESSETH: That for and in consideration of the rents, covenants, and agreements hereinafter provided, on the part of the lessee to be paid and performed, the lessor doth hereby let and lease unto the said lessee the lands and premises described as follows, to-wit:

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section One (1) Township Nineteen (19) Range Ten (10) East I. M. Tulsa Co.

Being a part of the farm known as the Annie Fabela Farm, and containing about twenty acres of improved and tillable land, balance being overflow and that part taken county road, and M. K. & T. Ry. Right-of-way, and containing 40 acres, more or less, for the period beginning on the day of _____, 192____ subject to the conditions hereinafter provided for.

The said lessee in consideration of said premises, as above set forth, covenant and agree to pay to the Superintendent for the Five Civilized Tribes for the use and benefit of the said lessor as rental for the same, the sum of _____ Dollars (\$-----), being at the rate of _____ Dollars (\$-----) per acre per annum, payable as follows, to-wit: ROYALTY NO. 49570

The lessee agree to break out and place in a state of cultivation NONE acres of said land not now in cultivation before the _____ day of _____, 192____, and further covenant, and agree that he will, at _____ own expense, within _____ from the date of the approval hereof by the Superintendent for the Five Civilized Tribes, build, construct and erect the following improvements upon the above described land:

NONE

all of which are to be constructed in a substantial and workmanlike manner and of durable material.

The lessee agrees 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 of R. H. Hoss and the lessor; 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,

* MISCELLANEOUS
* RECEIVED
* MAR 26, 1924
* NO. 12414
* SUPT. FIVE CIVILIZED TRIBES

* RECEIVED
* OFFICE OF FIELD CLERK
* FIVE CIVILIZED TRIBES
* JAN 28, 1924
* TULSA

* RECEIVED
* SUPT. FIVE CIV. TRIBES
* CASHIER
* JAN 31, 1924
* MAIL DIV. JAN 31, 1926
* NO. 4363

488

CONFIRMED