

State of Oklahoma, Tulsa County, SS,

Before me, a Notary Public, in and for said County and State, on this 10th day of Nov. 1924, personally appeared Mary V. Howard, 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 her free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal the day and date above written.

(SEAL) Thos. R Gentry, Notary Public.

My commission expires March 1, 1928.

Filed for record in Tulsa Co. Okla. on Nov. 18, 1924, at 2:30 P.M. recorded in book 497, page 403, Brady Brown, Deputy,

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

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LEASE.

This lease made this 19th day of June, 1924, by and between Eva Burgess, of the first part, and Pete Schwab of the second part,

Witnesseth, that the said first party in consideration of the covenants and agreements hereinafter set forth, do hereby 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: Seventy acres in the south half of the south west quarter of section six (6) township twenty one (21) range fourteen (14).

To have and to hold the same to the second party from the 1st day of January, 1924, to the 1st day of January, 1929. And said second party in consideration of the premises herein set forth ^{agrees} to pay to the first party as rental for above described premises the sum of \$250.00, payable as follows: \$20.00 at the 1st of which is hereby acknowledged and \$30.00 August 1st, 1924, and \$50.00 Jan. 1st, 1925, and \$50.00 Jan. 1st of each year thereafter during the term of this contract.

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, 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 that in case said land is sold during the term of this contract that this lease will become null and void, and that any rentals paid and party of second part has received no benefits of same, then in that event said moneys shall be returned to party of second part.

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 for 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.