

said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 25th day of October A. D. 1924.

Does not state when com. exp.

(SEAL)

Jay Bowers, Notary Public
7102 illegible

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 8, 1924 at 9:45 o'clock A. M. in Book 498, page 375

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

271522 C. J.

L E A S E

THIS LEASE, Made this 14th day of October 1924, by and between R. B. Sewell first party and J. E. Montamat 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:

West Half of the South West $\frac{1}{4}$ of Sec. Twenty-eight (28) Twp. Nineteen (19), Range Eleven (11); containing Eighty (80) acres more or less, according to the official recorded survey thereof.

TO HAVE AND TO HOLD the same to the second party from the 1st day of Jan. 1925 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 One-third of the grain and $\frac{1}{2}$ of the cotton and \$5.00 per acre per year for all land not cultivated under this lease.

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 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 said second party has the privilege of turning all stock belonging to him on said premises.

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 forceable 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 day first above written.

R. B. Sewell First Party

J. E. Montamat Second Party.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Art Stanton, a Notary Public in and for said County and State, on this 14th day of October 1924 personally appeared R. V. Sewell and--- to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his own free and voluntary act and deed for the use and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

COMPARED BY
RS and JH