

lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part hereto has caused these presents to be signed in its name, by its president, and the corporate seal to be affixed, attested by its secretary, at Tulsa, Oklahoma, the year and day first above written.

ATTESTS:

L. G. Williams

Secretary

(CORPORATE SEAL)

MINGO COMPANY

By Cyrus S. Avery

President

STATE OF OKLAHOMA

TULSA COUNTY

)
) SS.
)

Before me, Laura R. Clappett, a Notary Public in and for said county and state, on this 7 day of November, 1924, personally appeared Cyrus S. Avery, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its president, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My commission expires 10-18-25

(SEAL)

Laura R. Clappett, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 10, 1924 at 2:35 o'clock P. M. in Book 498, page 403

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

271646 C.J.

L F A S E.

THIS LEASE made and entered into this the 31st day of October, 1924, by and between CHARLES K. POSEY, by A. W. POSEY as Guardian, party of the first part, and E. P. PHILKOFF, of Tulsa County, Oklahoma, party of the second part, WITNESSETH: THAT,

WHEREAS, party of the first part is the owner of a good and valid lease for agricultural purposes covering the surplus allotment of Homer Perryman located in the Southeast Quarter of Section 7, Township 18 North, Range 13 East, Tulsa County, Oklahoma, the party of the first part, in consideration of the promises and agreements hereinafter set forth hereby rents and sub-leases and sub-lets to the party of the second part the cultivatable land thereon, to have and to hold the same from January 1st, 1925, until January 1st, 1928, together with the barn on said property; it being understood and agreed that the residence on said property now occupied by the said Homer Perryman is not included in this lease, nor is the park or grove surrounding the filling station and soft drink stand thereon.

The party of the first part, however, agrees to include in said lease enough space near the filling station in said park or grove, for the purpose of allowing party of the second part to conduct a vegetable and fruit stand thereon during the term of said lease, it being understood and agreed that the party of the second part is not to sell any soft drinks, sodas, ice cream, or other cold drinks or sandwiches, tobacco, hamburgers etc. and party of the first part agrees that he will not sell any fruits or vegetables during the existence of this said lease.

The party of the second part promises to pay as rental for said premises for said term \$10.00 per acre annual rent for all cultivatable land on said premises - forty acres, more or less, - said rental to be paid semi-annually on the first day of January, 1925, and July 1st and January 1st thereafter, and party of the second part further agrees that as soon as the parties hereto agree and settle definitely the number of acres of cultivatable land on said premises that then party of the second part is to execute and deliver to party of the first part his promissory notes in writing evidencing the rental hereinbefore set out, said