

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires June 12, 1927

(SEAL)

Rhoda Merritt, Notary Public in  
and for said County and State.

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 26, 1924 at 1:15 o'clock P. M.

Book 498, page 589

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

272824 C.J.

CONTRACT

THIS CONTRACT entered into this 24th day of November A. D. 1924 between D. F. Dickey, party of the firstpart, hereinafter designated lessor, and G. L. Kiker, party of the second part, hereinafter designated as lessee.

WITNESSETH, That the said lessor for and in consideration of the sum of One and No/100 (\$1.00) Dollar, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained and hereby agreed to be paid, observed and performed by lessee does hereby demise, grant, lease and let unto said lessee, for the term of five (5) years from January 1, 1925, for agricultural purposes only together with the right to build and maintain a house and barn and such other buildings as are necessary and convenient for his use in living upon and taking care of the agricultural products from said land, all that certain tract of land situated in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

Lots 4 & 5 and the East 10 acres of Lot 3, section 33, Twp. 18 North, Range 13 East.

It is agreed that any buildings placed upon said land by the party of the second part shall remain the property of party of the second part and may be removed by him at any time within ten days after this contract shall terminate or be canceled in accordance with its terms.

That while it is understood by the parties hereto that said lessor has good and sufficient title to the said premises, still it is hereby expressly agreed that no warranty of same is intended, other than of special character, which is to say that it is incumbent upon the lessor to protect lessee in his possession of said premises only against any person or persons claiming the use thereof by, through or under said lessor, with the special reservation to said lessor, however, of developing or having developments made of the oil and mineral resources of said land, or removing the timber therefrom as hereafter provided.

Said lessor herein expressly reserves the right to enter upon said premises at any time during the life of this lease and to cut and remove timber therefrom, and also to at any time enter upon said premises for the purpose of conducting any mining operations whatsoever for oil, gas, coal or other minerals, and removing such products through pipe lines or otherwise, without consent of lessee.

Lessee agrees to pay to lessor as rental for the above described land the sum of One Hundred Fifty Dollars (\$150.00) per year, payable in advance, as follows; to-wit: One Hundred Fifty Dollars (\$150.00) on or before January 2nd, 1925, and a like amount on or before the 2nd day of January of each year thereafter during the continuance of this lease.

The lessee agrees to accept said premises in their present condition and state of repairs, and to quietly and peaceably surrender and deliver up said premises upon the expiration of this lease.

And it is further agreed that should the lessee fail to observe any or all of the covenants herein that said lessor may at his option and without notice to said lessee declare this lease forfeited and void and shall have the right to re-enter and take possession of said premises.

PREPARED BY  
and  
C.C.C.