

Lessors agree that ^{the} recordation of a deed of surrender in the proper county and a deposit of all amounts then due hereunder to lessor's credit in First National Bank of Tulsa Oklahoma, shall be and be accepted as full and legal surrender of lessor's rights under the lease.

IN WITNESS WHEREOF, we, the said parties hereto, have hereunto set our hands and seals the day and year first above written.

John Covey (SEAL)

Virgie Covey (SEAL)

Lewis E. Mallory Jr. (SEAL)

By H. F. Aby, Agent (SEAL)

STATE OF OKLAHOMA, TULSA COUNTY) SS.

Before me, K. C. Miller, a Notary Public, in and for said County and State, on this 26th, day of January, A. D. 1909, personally appeared John Covey and Virgie Covey, to me known to be the identical person, 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.

K. C. Miller, Notary Public.

(SEAL) My commission expires { Notary Public within and for Tulsa County, Oklahoma.

My commission expires Nov. 29, 1911.

Filed for record at Tulsa, Okla., Jan. 28, 1909, at 9.20 A. M.

H. C. Walkley, Register of Deeds (SEAL)

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COMPARED

CONTRACT AND AGREEMENT.

THIS AGREEMENT, Made this 28th, day of January, A. D., 1909, by and between Mrs. Emma Gurley and O. W. Gurley, her husband, parties of the first part, and E. E. Martin, party of the second part, all of Tulsa, Okla.,

WITNESSETH: That for and in consideration of the sum of One Dollar (1.00) to each of the parties hereto concerned, the receipt of which is hereby acknowledged and the further consideration of the mutual covenant hereinafter mentioned, the parties of the first part for and in consideration of the sum of Six Hundred Dollars (\$600) payable as follows: One Hundred and Fifty Dollars (\$150) cash in hand paid, being for the first six months rent paid in advance on building and ground hereinafter mentioned, the receipt of which is hereby acknowledged, and Twenty Five Dollars (\$25.00) monthly in advance, payable on the first day of each and every month of the remaining portion of the period of two years, do hereby rent, let and demise to the party of the second part the following described premises, to-wit:—

North 25 ft of the South 50 ft. of Lot Two (2) in Block 46 in the Town of Tulsa, Okla. according to the U. S. Government Survey thereof, and being more particularly described as the North apartment of the First Floor of the building belonging to the parties of the first part, and which is now ^{known as} occupied by the grocery apartment of the business now conducted by the parties of the first part in the town of Tulsa, Okla. aforesaid.

Also the vacant space on the lot behind said building to the alley. It is expressly agreed and understood that said party of the second part may use said store and vacant ground for any purpose or use he may desire and which will better serve his business interests,