

Fifty & no/100 (\$50.00) Dollars, in yearly payments, as follows, to wit:

Ten Dollars (\$10.00) cash in hand, the receipt of which is hereby acknowledged, and Ten Dollars each year on or before the 1st, day of March, during the life of this lease.

Hereby waiving the benefit of exemption, valuation and appraisement laws of said State of Oklahoma, to secure the payment thereof.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

Executed in the presence of: Lydia (Thumb Mark) Hill, nee Chuwalooky
her mark

D. E. Ward, Lowrey, Okla.

James D. Ward.

Moses Ofield, Eucha, Okla.

Witnesses to signature of James D. Ward.

A. R. Rolston

M. F. Iliff.

STATE OF OKLAHOMA, DELAWARE COUNTY.) SS.

Before me, Ed N. Washbourn, a Notary Public, on this 28th, day of Jany. 1909, personally appeared Lydia Hill, nee Chuwalooky, andwho are to me known to be the identical persons 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.

WITNESS my hand and Notarial seal, the day and year last above written.

Ed N. Washbourn, Notary Public.

(SEAL) My commission expires Jany. 17th, 1912.

Filed for record at Tulsa, Okla., Feb. 1, 1909, at 3. 15 P. M.

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

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COMPARED

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LEASE, WAIVING EXEMPTION, ETC .

THIS LEASE, Made this 28th, day of January, 1909, by David Chuwalooky, of the first part, to James D. Ward, of Collinsville, Oklahoma, of the second part.

WITNESSETH, That the said party of the first part, in consideration of the rents, covenants and agreements of the said party of the second part, hereinafter set forth, does by these presents demise, lease and rent to the said party of the second part, the following described property, situate in the County of Tulsa, State of Oklahoma. to-wit:

Northeast Quarter (1/4) of Southwest Quarter (1/4) of Section (Twenty six (26), Township Twenty-two (22) North, Range Thirteen (13) East, containing 40 acres, more or less, the same being his surplus allotment.

TO HAVE AND TO HOLD THE SAME, Unto the said party of the first part, from the 1st day of March 1909 to the 1st day of March 1914.

And the said party of the second part, in consideration of the leasing the premises, as above set forth covenants and agrees with the said party of the first part, to pay the said party of the first part his heirs or assigns, as rent for the same the total amount or sum of Fifty & no/100 (\$50.00) Dollars in yearly payments, as follows, to wit:

Ten Dollars (\$10.00) cash in hand, the receipt of which is hereby acknowledged, and Ten Dollars (\$10.00) to be paid on or before the 1st, day of March of each year during the life, of this lease.