

LEASE- FARM PROPERTY

COPY MADE MAR. 1, '09.

THIS INDENTURE, Made this 11, day of September, in the year of our Lord, 1908, between G. T. Wray, Guardian of Claude Wray, party of the first part, and J. S. Bailey, of Tulsa County and State of Oklahoma, party of the second part:

WITNESSETH: That said party of the first part, in consideration of the rents and covenants herein specified, does hereby let and lease to the said party of the second part, the following described property, to-wit:

NW. 1/4 of Section No. 35, Township No. 19, Range No. 14 E., in the County of Tulsa, State of Oklahoma, with the appurtenances, for the term of Four Years, commencing the First day of January, 1909, and ending the 31 day of December, 1912, when said tenancy shall expire without further notice.

Said second party does hereby hire said premises, and agrees with the said first party, agents or assigns, as payment to the said first party for the use and benefit accruing to him from the use and occupancy of the above described premises, that he will and does hereby bind himself, his heirs and executors, as follows:

FIRST. To cultivate in good, careful and proper manner, all the tillable land on said premises not in tame or wild grass or timber.

SECOND. That he will allow no waste during his occupation of said premises, of fencing thereon, or timber, nor damage to any buildings thereon, natural wear and tear, or damage by elements excepted.

THIRD. That he will take good care of all growing trees thereon of all kinds, protecting them from being destroyed.

FOURTH. That during his occupancy of said premises he will not remove nor allow any other person to enter upon and remove from said premises any part or portion of the fences, buildings fruit or ornamental trees, or shrubbery, or any of the improvements of any kind or nature whatever upon said land, which are upon said land when he becomes occupant thereof, or which may be placed thereon by said party of the first part, or his authorized agent, during the term of his occupancy of said premises. And in case of such waste or removal of any of the improvements, the party of the first part, or his agent or attorney, shall at once reenter upon and occupy said premises; and said second party will at once give peaceful possession of said premises and pay at once to said first party the full value of all improvements thus taken from said premises.

FIFTH. Said second party does hereby further agree that he will, at his own expense, during the continuance of this lease, keep the said premises and every part thereof in good repair; that he will as far as possible, protect the said premises from damage by fire, by Plowing and burning when necessary; that he will not sub-lease, or assign this lease, without the written consent of said party of the first part, and that he will at the expiration of said term of rental yield and deliver up the property herein rented in like condition as when taken, together with all improvements that may be placed thereon by said first party during his occupancy thereof, reasonable use and wear thereof, and damage by the elements excepted. Party of the first second part agrees to put fence in good condition & furnish material to keep same.

SIXTH. For the use of said premises for the term mentioned, he hereby covenants and promises to pay to said first party, or agents authorized to receive it \$100.00 cash in hand, Note for \$100.00 Due Nov. 1, 1909. 1 Note for \$100.00 Due Jan. 1, 1910.

"	"	\$100.00	"	"	1, 1910.	1	"	"	\$100.00	"	"	1, 1911/
"	"	\$100.00	"	"	1, 1911.	1	"	"	\$100.00	"	"	1, 1912.
"	"	\$100.00	"	"	1, 1912.		"	"		"	"	

Party of the first part for one year, 4 acres in the SW corner of Place & hog wire thereon.