

decaying matter. The second party is to bear all cost of water ^{used}, lights and heat.

TO HAVE AND TO HOLD THE SAME, Unto the said party of the second part, from the 1st, day of february, 1909, to the 1st, day of february 1910.

And said party of the second part, in consideration of the leasing the premises, as above set forth covenants and agree with the said party of the firstpart, to pay the said party of the first part, his heirs or assigns, as rent for the same the total amount or sum of Fifteen hundred Dollars, in monthly payments, as follows, to-wit:

Of One Hundred and Twenty Five (\$125.00) Dollars, in advance on the first of each month, the first payment to be made on the 1st, day of February 1909 and on the 1st of each month thereafter.

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

The said party of the second part further covenants with the said party of the first part that at the expiration of the time mentioned in this lease, to give peaceable possession of said premises to said party of the first part, in as good a condition as they now are, the usual wear, unavoidable accidents, and loss by fire excepted, and will not make or suffer any waste thereof, nor lease nor underlet, nor permit any other person or persons to occupy the same, or make or suffer to be made any alteration therein, without the consent of said party of the first part, in writing, having ^{been} first ~~been~~ obtained, and not to use or occupy said premises for any business or thing deemed extra hazardous on account of fire, and that upon the violation of or default in any of the preceeding covenants and provisions, or the non-payment of the rent, as aforesaid, the said party may, at his election, declare this lease at an end, and recover the possession of said premises as if held by forcible detainer, the said party of the second part hereby waiving any notice of such election, or any other notice or demand for the possession of said premises.

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.

R. T. Daniel

J. J. Henderson

Scout Younger.

E. E. Barrett.

STATE OF OKLAHOMA,)
: SS.
TULSA COUNTY.)

Before me, Edward E. Barrett, a Notary Public, on this 17th, day of December, 1908, personally appeared R. T. Daniel and Scout Younger, who 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.

Edward E. Barrett, Notary Public.

(SEAL) My commission expires April 4th, 1912.

Filed for record at Tulsa, Okla., Mar. 23, 1909, at 8.30 o'clock A. M.

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