

day of April, 1909, personally appeared Erastus H. George and Lizzie George, his wife, to me known to be the identical persons who executed the within ^{an} foregoing instrument and each for themselves acknowledged to me that the executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Leta Dunkum, Notary Public.

(SEAL) My commission expires July 11th, 1910.

Filed for record at Tulsa, Okla., Apr. 12, 1909. at 10.40 O'clock A. M.

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

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AGRICULTURAL LEASE.

THIS LEASE, Made and entered into this April 7th, 1909, by and between J. H. N. Cobb, by authority of Power of Attorney from Mahala Leader, nee Wilson, of Sapulpa, Okla. of ----- Oklahoma, hereinafter called the lessor, and WH. DeFries of Bixby, Oklahoma, Oklahoma, hereinafter called the lessee, WITNESSETH:

1. That the lessor has control of the following described real estate and premises, situate in Tulsa County, Oklahoma, to-wit:

The S/2 of the SW/4 & the NW/4 of the SW/4 of Section 9-17-13 East.

2. That the lessor in consideration of the covenants, promises and agreements herein contained and expressed, hereby rents, leases and lets to the lessee, the above described premises, to have and to hold the same from the 1st, day of January, 1909, to the 1st, day of January 1914, together with the buildings and improvements thereon, for agricultural purposes.

3. That the lessor covenants to place the lessee in the quiet and peaceable possession of said premises on or before the beginning of the term covered by this lease, and to protect the lessee in the quiet and peaceable possession of said premises during the term of this lease.

4. That the lessee promises and agrees to pay to the lessor ^{as rental} for said premises for said term the sum of One Hundred Seventy (\$170.00) Dollars, payable as follows, \$10.00 payable on October 15th, 1909, \$10.00 payable on or before October 15th, 1910, \$50.00 payable on October 15th, of years 1911, 1912 and 1913.

5. That no part of said rent money shall be due and payable until the lessee shall have been placed in the quiet and actual possession of said premises.

6. That the lessee agrees to build a three room house, costing not less than \$100.00, during second year of lease.

7. Lessee agrees to build a fence on said lands costing at least \$45.00 and break out at least 20 acres of land and put in cultivation.

8. Lessee agrees to build a corn crib and sheds on above lands, at his own expense, to cost at least \$100.00.

9. All payments will bear 8% interest if not paid when due.

Signed and delivered on the day and date first above written.

Signed in our presence:

Mahala Leader, Nee Wilson

Charles W. Kellogg.

By J. H. N. Cobb, Atty (SEAL)

W. H. De Fries (SEAL)

STATE OF OKLAHOMA, COUNTY OF CREEK; SS.

Before me, Charles W. Kellogg, a Notary Public, in and for said County and State, on this 7th, day of April, 1909, personally appeared J. H. N. Cobb and WH DeFries, to me known to be