

and executors, administrators and assigns for the full term of five years commencing on the 8th day of November, A.D. 1909.

PROVIDED ALWAYS that the second party shall pay as rents therefor the sum of Eighty Dollars (\$80.00) annually payable on or after the first day of November and before the fifth day of November of each year for and during the life or term of this lease. The rents for the year 1910 have been paid by second party to first parties amounting to the sum of Eighty Dollars (\$80.00) the receipt in full of which is hereby acknowledged Provided further if parties of the first part shall fail and refuse to execute and deliver to second party an agricultural lease on or between the first and fifth days of November of each year during the life or term of this lease, said lease to run for the period of one year from date and shall cover the free and undisputed use and possession of the homestead allotment of the above named Joanna Aday, same being more particularly described as follows, to-wit: All that tract or parcel of land lying, situate and being in Tulsa County, State of Oklahoma and bounded as follows, The east half of North-east quarter of North West quarter and North west quarter of North East quarter of North-west quarter of Section Sixteen (16) Township Twenty-one (21) North, Range Thirteen (13) East, then the consideration for this lease shall be the sum of Thirty Dollars (\$30.00) annually instead of the sum of Eighty Dollars as above set forth and payable as above set forth.

Permission is hereby granted to said party of the second part to sublet transfer or assign this lease without the consent of parties of the first part.

Party of the second part hereby reserves the right and it is expressly agreed and stipulated by and between the parties hereto that said party of the second part shall have the right to remove any and all buildings, appurtenances, and fixtures which he may place or cause to be placed upon said above described premises with the only exception of any fence or fences.

Party of the second part hereby agrees to surrender the peaceful possession of the herein described premises to first parties at the expiration of this lease and without notice. Failure on the part of second party to pay the rents according to the terms hereof shall work a forfeiture of this lease at the option of first parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 8th day of November A.D. 1909.

Joanna Aday,

Martin W. Aday

A. J. Pierce.

STATE OF OKLAHOMA)  
( S.S.  
COUNTY OF CRAIG )

Before me the undersigned notary public in and for said county and state on this 8th day of November, 1909, personally appeared Joanna Aday, Martin W. Aday and A. J. Pierce, to me personally well known to be the identical persons who executed the above 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public on the day and year first above written.

Stella M. Roberts, Notary Public.

(SEAL) My commission expires March 18, 1913.