

Filed for record at Tulsa Nov. 5, 1909 at 8 o'clock A.M.

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

COMPARED

LEASE
THIS LEASE, Made this 5th day of November 1909 by Carl Page of the first part to James P. Whitaker 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 ~~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:

The Southwest Quarter of Section Twenty Eight (28) Township Eighteen (18) North, Range Fourteen (14) East, being the allotment of Jerome Flippen.

It is further agreed that the party of the second part may build and erect, on the above described premises, such improvements as he deems necessary for his own convenience and to remove the same on or before the expiration of this lease, same to be done without damage to the permanent improvements thereon.

TO HAVE AND TO HOLD THE SAME, unto the said party of the first part, from the 1st day of January 1910 to the 1st day of January 1913.

And 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 One Thousand (1000.00) Dollars, in-----payments as follows, to-wit:

\$350.00 cash in hand, receipt of which is hereby acknowledged, One Note for \$350.00 dated Nov. 5th, 1909, due Nov. 15th 1910, with interest thereon from the first day of Jan. 1910 at the rate of 8 per centum per annum until paid. One note for \$300.00 dated Nov. 5th, 1909, due Nov. 15th, 1911, with interest thereon from the first day of Jan. 1910 at the rate of 8 per cent per annum until paid.

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

The said party of the second part further covenants, with said party of the first part, that at the expiration of the time mentioned in this lease, to give peaceful 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 not 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 preceding 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 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.