

consideration and purposes therein mentioned and set forth.

In Testimony Whereof I have hereunto set my hand, affixed my notarial seal the day and year above written.

(SEAL)

Rosa Ross, Notary Public.

My commission ^{will} expire Feb'y. 23, 1910.

Filed for record at Tulsa Nov. 26, 1909 at 8 o'clock A.M.

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

LEASE.

COMPARED

THIS LEASE, Made this 30th day of September, 1909, by William Ellis to of the first part to W.E. Best 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 demise, Lease and Let to the party of the second part, the following described property, situate in the County of Tulsa, State of Oklahoma, to-wit:

The N $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 20 Township 21 Range 13.

TO HAVE AND TO HOLD THE SAME, unto the said party of the first part, from the 1st day of Jan. 1911 to the 1st day of Jan. 1916.

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 Fifty Dollars, in full payments, as follows to-wit:

Fifty dollars in full for the 5 years, further all improvements put on the place is to become the property of the 1st party.

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

The said party of the second part further covenants with said party of the first part, that at the expiration or 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 are, ^{now} 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 alterations therein, without the consent of said party of the first part, in writing, having been first obtained 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~~ 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.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

William Ellis

W.E. Best