

January 2, 1909. This is to certify that I Jim Caesar have received all the money due me on this lease for the full term of five years.

Jim Caesar, Guardian.

Filed for record at Tulsa Dec. 6, 1909 at 4 o'clock P.M.

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

CONTRACT

This contract made and entered into this 6th day of December 1909 by and between W.M. Harner party of the first Part and J.C. York Party of Second part, WITNESSETH:

That said first party hereby leases to said second party the Leo Harner allotment in the Southeast Quarter of Section 31-19-12 in Tulsa County, Oklahoma for the term of five years commencing January 1st 1910 for the annual rental of \$350.00 per year payable in installments of \$175.00 each on the Fifteenth day of July and the 31st day of December in each year. Said second party to farm same in first class manner and the crops raised thereon to be security for the rental installments for each year.

Said second party shall have right to build barns etc from timber on place but shall have no right to remove said buildings from the premises. He shall also build a two room house on the premises on location to be decided upon by parties hereto and shall build same out of pine lumber paying for same and for labor or building but upon termination of this lease the value of said house shall be determined by an appraisment committee to be appointed as follows: one by first party, one by second party, and the two so chosen to select a third. Their decision to be final and the expense of appraisment to be shared equally by the parties hereto. The amount of said appraisment shall be paid in cash to said second party upon termination of lease.

Said second party shall keep down weeds, repair fences and if new fences are ordered to be erected then said first party shall furnish the materials and said second party shall furnish labor to construct same.

Said second party shall have no right to assign this lease or sublet said premises without the consent in writing of said first party. It is further agreed and understood that if said second party shall neglect to properly farm said premises or care for crops raised thereon then said first party may have necessary labor done and charge same to crops a lien for which is hereby created.

In twstinony whereof we have hereunto set out hands this sixth day of December 1909.

W.M. Harner,

J.C. York

State of Oklahoma)

County of Tulsa (S.S.

On this day came before me W.M. Harner and J.C. York to me personally well known to be the identical persons who executed the foregoing contract 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 seal as such Notary Public this 6th day of December 1909.

Frank H. Randolph, Notary Public.