

COMPARED

FARM LEASE.

THIS INDENTURE, Made and entered into this-----day of November 1909 by and between John F. Warren, curator estate of Hattie Montgomery, a minor, party of the first part, and Silas P. Ferguson of Adair, Oklahoma, party of the second part.

WITNESSETH: that said party of the first part, in consideration of the covenants and agreements hereinafter set forth, does by these presents Lease to the said party of the second part, the following described property, situated in the County of Tulsa and State of Oklahoma, to-wit: The North Half (N2) of the (SW4) Southwest Quarter of Section 1, Township 16 N. of Range 13 E. I.M. containing eighty (80) acres, more or less, according to the United States survey.

To have and to hold the same unto the said party of the second part from the 14 day of Dec. 1909 to the 14 day of Dec. 1914.

And the said party of the second part, in consideration of the leasing of the premises, as above set forth, covenants and agrees with the party of the first part, to pay the party of the first part as rent for the same The sum of Two Hundred and Twenty eight (\$228.00) Dollars, the full amount of which has been received and acknowledged by George B. Montgomery, father of Ward, from said John F. Warren Curator of said ward.

And the said part-- of the second part agrees to keep said premises in good repair to work and farm said premises in a good husbandlike manner; to commit no waste thereon; to not alter said premises in any manner, except as may be hereinafter especially provided; to at all times plow and tend said premises to the best advantage of himself and the part-- of the first part; to care for and to trim and keep in good cultivation the orchard; to care for and keep in good repair all fences, buildings and outbuildings; and to turn same over to first part-- at expiration of this lease in as good condition as they now are, the usual wear, inevitable accident, and loss by fire excepted.

And the said part-- of the second part covenants and agrees with the part-- of the first part, that at the expiration of the time mentioned in this lease-----will deliver up the possession of the premises herein described peaceably and without legal process for the recovery thereof.

And the part-- of the second part agrees and covenants that in case of non-payment of the whole or any portion of the said rent at the time when it has been agreed that the same shall be paid, the said part-- of the first part---assigns or legal representatives, at----election, may either distrain for said rent due, or declare this Lease at an end and recover possession as if the same was held by forcible detainer, the said part-- of the second part hereby waiving any notice of such election or any demand for the possession of the said premises by the part-- of the first part.

And the party of the second part agrees and covenants with the party of the first part, that he will keep the fencing now on the place in their same good condition as now in, and give peaceable possession at the termination of this lease.

The covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, executors, and administrators of the parties to this Lease; Provided, However, that nothing hereinafter con-