

covenant, promise and agree to and with the said party of the second part that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in Fee Simple, of, in and to all and singular the above granted and described premises, with the appurtenances, that the same are free, clear discharged and unincumbered of and from all former and other grants, titles, charges, judgements, taxes, assessments and incumbrances of whatever nature and kind soever; and that they will warrant and forever defend the title to the same unto said party of the second part, his heirs and assigns, against said parties of the first part and their heirs and all and every person whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF THE SAID PARTY OF THE FIRST PART HAVE HEREUNTO set their hands the day and year first above written.

John Hess

Emma L. Hess.

STATE OF MISSOURI/ )  
 : SS.  
COUNTY OF BERRY. )

BEFORE ME, D. H. Kemp, a Notary Public, in and for said County and State, on this 14th, day of July 1909, personally appeared before me, John Hess and Emma L. Hess, his wife, to me known to be the identical persons who executed the within 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.

D. H. Kemp, Notary Public.

(SEAL) My commission expires July 25th, 1912.

Filed for record at Tulsa, Okla., Jul. 16, 1909, at 9 o'clock A. M.

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

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#### AGRICULTURAL LEASE.

THIS LEASE, Made and entered into this 15th, day of May 1909, by and between Clifford Ross and wife, Nettie Walker Ross, of Wagoner County, Oklahoma, hereinafter called the lessors and J. V. Tackaberry, of Muskogee County, Oklahoma, hereinafter called the lessee, WITNESSETH:

1. That the lessor owns the following described real estate and premises, situate in Tulsa County, Oklahoma, to-wit:

The Northeast Quarter of Section Twenty (20), Township Eighteen (18) North, And Range Thirteen (13) East, containing 16<sup>0</sup>/<sub>100</sub> acres of land, and being the allotment of Nettie Walker, now Nettie Walker Ross.

2. That the lessors in consideration of the covenants, promises and agreements herein contained and expressed, hereby rents, leases and lets to the lessee the above described premises, to have and to hold the same from the 1st day of January 1910 to the 1st, day of January 1911, together with the buildings and improvements thereon, for agricultural purposes.

3. The lessors covenant to place the lessees in the quiet and peaceable possession of said premises on or before the beginning of the term covered by this lease, and to protect the lessee in the quiet and peaceable possession of said premises during the term of this lease.

4. That the lessee promises and agrees to pay to the lessor, as rental for said