

L E A S E.

THIS LEASE, Made this 10th, day of August 1909, by Hattie Sarty, of Broken Arrow, Oklahoma, of the first part, to J. P. Durand, of the second part, also of Broken Arrow, Oklahoma.

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 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 West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 18 North, Range 14 East, containing 80 acres, more or less, for the consideration of One Hundred Dollars, Fifty Dollars of which is paid in cash, the receipt of which is hereby acknowledged, and Fifty Dollars of which is due and payable on the 1st, day of December 1909. It is further understood and agreed by the parties hereto that the said party of the second part is to have all improvements now on said premises exclusive of fences together with the right to remove the same at the expiration of this lease. And party of the second part is further authorized to cut enough fence posts on said place to repair fences now on the place.

TO HAVE AND TO HOLD THE SAME, unto the said party of the first part, from the first day of January 1910, to the First day of January 1911.

And said party of the second part in consideration of the leasing of the premises as above set forth covenants and agrees with the said party of the first part, to pay to the said party of the first part, her heirs or assigns, as rent for the same the total amount or sum of One Hundred Dollars, in two payments as follows, to-wit:

Cash in hand \$50.00 and a like amount of \$50.00 December 1, 1909.

HEREBY WAIVING the benefit of exemption, valuation and appraisement 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 of the time mentioned in this lease, to give peaceable possession of said premises to said party of the first part, in as good condition as they now are, the usual wear, unavoidable accidents and loss by fire excepted, and will not make or suffer and waste thereof, nor lease or underlet, nor permit any other person or persons to occupy the same, or make or suffer to be made any alienation therein, without 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 proceedings 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.

Executed in the presence of:

Hattie Sarty

Olive Severson

J. P. Durant

Halat Sarty