

FARM LEASE.

THIS INDENTURE, Made and entered into this 16th, day of August 1909, by and between J. N. Corn, as Guardian of Grace E. Corn, party of the first part, and Brown and Ellingwood of Tulsa, 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, situate in the County of Tulsa, and State of Oklahoma, to-wit:

E $\frac{1}{2}$ of SW $\frac{1}{4}$ Quarter ^{of} Section 22, Township 22 N. of Range 13 E. I. M.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part from the 1st, day of January 1910 to the 1st, day of January 1916.

And the said parties of the second part, in consideration of the leasing of the premises 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 Forty Dollars, for each year, payable on the first day of July of each year during the life of this lease.

And the said parties 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 party of the first part, to care for and to keep in 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 party 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 party of the second part covenants and agrees with the party of the first part, that at the expiration of the time mentioned in this lease, they will deliver up the possession of the premises herein described, peaceable and without legal process for the recovery thereof.

And the said parties of the second part agrees and covenants that in case of the non-payment of the whole or any part of the said rent at the time when it has been agreed that the same shall be paid, the said party of the first part, his heirs or legal representatives, at his 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 party of the second part hereby waiving any notice of such election or any demand for the possession of the said premises by the party of the first part.

This land to be used for Mow Land.

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 herein contained shall be construed as giving unto the parties of the second part the right and privilege to sublet the whole or any part of the premises described.

WITNESSETH, the parties of these presents have hereunto set their hands the day and year first above written.

Signed in the presence of:

P. L. Thurman.

J. N. Corn, Guardian of Grace E. Corn

Part of the first part

Brown & Ellingwood,

Part of the second part.