

The said party of the second part further covenats with the said party of the first part, that at the expiration of the time menyioned in this lease, to give peaceable possession of the 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 any waste thereof, nor lease, nor underlet, nor permit any other person or persons to occupy the same, or make or suffer to be made any alteration therein, without the consent of the said party of the second 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 fi re, and that upon the violation of or default in any of the preceeding covenants and provisions, or the non-payment of the rent, as aforesaid, the said party may, at its election, declare this lease at an end, and recover the possession of said premises as if held by forcible detainer, the saidparty 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 thei lease.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

Executed in the presence of:

Arthur F. Adair, Arthur L. Adair.

Owen L. Adair.

STATE OF OKLAHOMA, )  
                              ) SS.  
CHEROKEE COUNTY.     )

before me, R. H. Couch, a Notary Public, on this 24th, day of September 1909, personally appeared Owen L. Adair, a single man, who are to me known to be theidentical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as ther free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal, the day and year last above written.

R. H. Couch, Notary Public.

(SEAL) My commission expires Feb? 4th, 1911.

Filed for record at Tulsa, Okla., Sep. 25, 1909, at 2.30 o'clock P. M.

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

# L E A S E.

THIS AGREEMENT, entered into this 24th, day of September 1909, by and between Arthur F. Adair, of Tahlequah, Oklahoma, party of the first part, and W. E. Fowler, of Owasso Oklahoma, party of the second part.

WITNESSETH: That for and in consideration of the sum of One Hundred Fity Dollars, to be paid as hereinafter stipulated, the party of the first part does by these presents demise, lease and let unto the second party for agricultural purposes the following described land, situated in Tulsa County, Oklahoma, to-wit:

The SE $\frac{1}{4}$  of NW $\frac{1}{4}$  and N $\frac{1}{2}$  of NW  $\frac{1}{4}$  of NE $\frac{1}{4}$  of Sec 24, Twp. 21 N., R. 13 East, containing sixty acres, more or less as the case may be, according to the United States Survey thereof made.