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COMPARED

FARM LEASE.

THIS INDENTURE, Made and entered into this 28<sup>th</sup> day of July 1908, by and between Lucy Merrell & Wm. P. Merrell, of Collinsville, Okla., parties of the first part, and J. F. Eam, of Collinsville, , party of the second part.

WITNESSETH: That the said parties 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 Rogers Co., and State of Oklahoma, to-wit:

NW.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  and NW.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of NE Quarter of Section--- Township 21 N., of Range 14 E. I. M.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part from the first day of January 1909, to the first day of January 1914.

And the said party of the second part in consideration of the leasing of the premises as above set forth, covenant and agrees with the parties of the first part to pay the parties of the first part as rent for the same: One House of Three rooms well, stable, crib and certain needed fences to be placed, built and payed for by the party of the second part.

And the said party 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 parties of the first part; to care for and keep in good repair all fences, buildings and outbuildings, and to turn the same over to the first parties at the expiration of this lease in a s good condition as they now are, the usual wear and inevitable accident and loss by fire excepted.

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

And the party of the second part agrees and covenants that in case of the non-payment of the whole or any portion of said rent at the time when it has been agreed that the same shall be paid, the said parties of the first part, their assigns or legal representatives, at their 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 parties of the first part

And the parties of the first part farther agrees and covenants with the party of the second part, that if these conditions are all fulfilled he shall remain in peaceable possession of said premises for the stated time, five years from date of Jan. 1st, 1909.

The covenants and conditions 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 contained shall be construed as giving unto part--- of the second part the right and privilege to sublet the whole or any part of the premises described.