

V. I. Pucini, Notary Public.

Filed for record Dec 16, 1909 at 11:15 o'clock A. M.

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

COMPARED

LEASE OF FARM PROPERTY.

THIS INDENTURE made this 17th day of December 1909 between George W. Englad, guardian for Flossie M/ & Lura B. England of Tulsa, County, Oklahoma, parties of the first part and W. M. Hart of Jonesboro, Arkansas of the second part, Witnesseth:

That the said parties of the first part, in consideration of the rents and covenants herein specified, do hereby let and lease to the said party of the second part, the following described property, to-wit: The W1/2 of NW 1/4 of Sec 5, Twp 20, Range 13, East, and the N.E. 1/4 of the N.W 1/4 of Sec 5, Twp 20 range 13 east, and the SW.1/4 of NW 1/4 of NE1/4 of Sec 5, Twp 20, Range 13 east, containing 130 acres, and NE, N.E., 6-20-13 and the N.W. N.E. and S.E. N. E. 6-20-13 containing 70 acres, total of 2 00 acres.

County of Tulsa and State of Oklahoma, with the appurtenances, for the term of Two years commencing February 1st, 1910 and ending February 1st, 1912 when said tenancy shall expire without notice- privilege given second party for three years more at same price.

Said second party does hereby hire said premises, and agrees with the said first parties, agents or assigns as payment to the said first parties for the use and benefit accruing to him from the use and occupancy of the above described premises; that he will and does hereby bind himself, his heirs and executors as follows.

First, that he will allow no waste during his occupancy of the said premises, he will not remove, nor allow any other person to enter upon and remove from the said premises any part or portion of the fences, buildings, fruit or ornamental trees, or shrubbery, or any of the improvements of any kind or nature whatever, upon said land, which are upon said land when he becomes occupant thereon, or which may be placed thereon by said first party of the first part, or his authorized agent, during the term of his occupancy of said premises.

and in case of said waste or removal of any improvements, the party of the first part, or his attorneys or agents, shall at once reenter upon and occupy said premises, and the said second party will at once give peaceable possession of said premises and pay at once to first parties the full value of all improvements thus taken from said premises.

Said second party does hereby further agree that he will, at his own expense during the continuance of this lease, keep the said premises and every part thereof in good repair, that he will, as far as possible protect the said premises from danger by fire, by plowing and burning when necessary

That he will not sub lease, or assign this lease with the written consent of the said party of the first part, and that he will, at the expiration of said term of rental, yield and deliver up the property herein