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rented in like condition as when taken, together with all improvements that may be placed thereon by the said first party during his occupancy, thereof, reasonable use and wear thereof, and damage by the elements excepted.

It is hereby agreed that if any improvements, such as fencing or buildings are placed on the said premises at the expense of the said second party that the said first party shall pay to the said second party a reasonable price for such improvements at the expiration of said lease. Should there be a disagreement as to the value of said improvements so placed by said second part then there shall be three disinterested parties appointed, one each by the parties hereto and a third by these two and their decision in the matter as to the true value of said improvements shall be considered as final and said parties hereto agree to abide by their decision.

For the use of said premises for the term mentioned, he hereby coven ants and promises to pay to the said first parties, or agent authorized to receive it, the sum of Two hundred fifty (\$250.00) pollars in advance for each and every year of this lease. Receipt of first years rent hereby acknowledged

The said party of the second part does hereby expressly waive the benefit of all the exemption of laws of the state of Oklahoma relating to personal property for payment of said rent and fullfillment of the above contract on his part. It is agreed that said second party shall have the unmolested possession of the premises and in case of his failure to pay as agreed he hereby agrees to give possession of said property and said first party shall have the right to re-enter and take possession of same without let or hisdrance/ Said second party shall have the refusal to rent the 35 acres adjoining on the west of the described property herein, but if said 35 acres is sold a reasonable price is to be paid to said second party for growing crop if possession is desired by the purchaser.

Witness our hands this 17th day of December 1909

George W. England, Guardian

Bessie England

W. M. Hart.

Witnesses:

E.G. Cunningham W. W. Burkhart.

ACKNOWLEDGEMENT.

STATE OF OKLAHOMA ) SS COUNTY OF TULSA

Before me, D. B. Grewson, a notary public, in and for said county and state, on this 17th day of December 1909 personally appeared George W. England and Bessle England, his wife, and W. M. Hart, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

(SEAL)

D.B. Grewson, Notary Public.

My commission expires September 27th, 1910.

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