

My commission expires April 23, 1912.

Filed for record Jan. 26, 1910, at 3:45 P. M.

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

#####

COMPARED

LEASE.

This Lease, Made this 26th day of January, 1910. by Frank Futrell, Gauradian of Jimmie Futrell, of Tulsa, Oklahoma of the first part to George W. Mann of Tulsa, Oklahoma of the second part.

WITNESSETH, That the said party of the first part, in consideration of the rents, covenants and agreements of the said party of the second part, hereinafter set forth, do by these presents DEMISE, LEASE AND RENT to the said party of the second part, the following described property, situate in the County of Tulsa, State of Oklahoma, to-wit:

The South one-half (1/2) of South East One-Fourth (1/4) and South East One-fourth of South West One-fourth, (1/4) all of the Southwest Quarter (1/4) of Section Three (3) Township Nineteen (19) North, Range Eleven (11) East, consisting of thirty acres, and being the Jimmie Futrell Allotment.

TO HAVE AND TO HOLD THE SAME, Unto the said party of the first part, from the 1st day of February 1910 to the 10th day of October 1910.

And said party of the second part, in consideration of the leasing the premises, as above set forth covenants and agree with the said party of the first part, to pay the said party of the first part, his heirs or assigns, as rent for the same the total amount or sum of One (\$1.00) Dollars, in full payments, as follows, to-wit: One Dollar cash in hand paid. Party of the first part agrees that there are no other leases on said land, that are in effect until after expiration of this lease.

HEREBY WAIVING The benefit of exemption, valuation and appraisement laws of said State of Oklahoma, to secure the payment thereof.

The said party of the second part further covenats with said party of the first part, that at the expiration of the time mentioned in this lease, to give peaceable possession of said premises to said party of the first part, in as good a 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 said party of the first 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 fire, 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 this election, declare this lease at an end, and recover the possession of said premises as if held by forcible detainer, the said party 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,