

A failure of second party to give immediate possession, shall constitute a forcible detainer, and having no rights under this lease whatever. And the first party may distrain, for such rent or damages whether the same would otherwise have been due or not, any and all goods and chattels, or property used or kept on said premises whether the same be exempt from execution or not. Second party waives all legal right he now has or may have, to hold or retain any such property, under any exemption laws now in force in this state or in any other way meaning and intending hereby to give the first party a valid and first lien upon any and all goods and chattels, and on any other property belonging to second party, and the second party waives all his rights to any notice from first party electing to declare this lease at an end under any of its provisions, or any demand for payment of rent or possession of the premises leased herein.

Second party further states that he owns free of any incumbrance -----head of horses-----head of cattle-----head of mules-----head of hogs, all of which he will bring and keep upon said premises.

Said Second party is to accept the fence on said premises as it now is.

All payments from second party shall become due and payable upon his forfeiture of said lease or his abandoning said premises, and if it becomes necessary for the first party to bring action at law to recover possession, damage or rent, second party agrees to pay a reasonable attorney's fee therefor, and all costs attending the same.

This lease can only be changed by the written consent of both parties endorsed hereon.

In Witness whereof, the said parties have subscribed their names this eleventh day of January A.D. 1910.

In the presence of

(2) C.G. Bowline

P.E. Reed

(1) Charles B. Barnett, Gnd. of John Cully Barnett.

J.W. Barber

(1) Landlord. (2) Tenant.

Approved Jan. 12, 1912

W.F. Drake, Co. Judge.

State of Oklahoma)

County of Wagoner) S.S.

On this eleventh day of January A.D. 1910 before the undersigned Howard Searcy a Notary Public in and for said county and state personally appeared Charles B. Barnett Guardian of John Cully Barnett, to me personally known to be the identical persons whose names are affixed to the foregoing instrument as lessor, and lessee 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.

Witness my hand and official seal the date last above written.

(seal)

Howard Searcy, Notary Public.

My commission expires Dec. 14 1911.

Filed for record at Tulsa, Okla. Jan 13 1910 at 8 o'clock A.M.

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

Release.

IN CONSIDERATION OF the payment of the indebtedness evidenced by mortgage executed by Robert D. Boyd and Elizabeth C. Boyd, his wife, to Williams Coss and Hogan, ( a co-partnership firm composed of Geo. K. Williams, Virgil R.