

his free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have herewith set my hand and official seal the day and year last above written.

(seal)

T.J. Summers, Notary Public.

My commission expires Feb'y 20, 1911.

Filed for record at Tulsa, Okla. Jan. 31 1910 at 9 o'clock A.M.

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

Lease.

THIS INDENTURE, Made this 25th day of September in the year of our Lord 1909 between George W. Ware, of Collinsville, Oklahoma, party of the first part, and J.E. Henderson, of Collinsville, of Rogers County, and State of Oklahoma, party of the second part.

WITNESSETH: That said party of the first part, in consideration of the rents and covenants herein specified, does hereby let and lease to the said party of the second part, the following described property, to-wit:

The south One-Half (S $\frac{1}{2}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of section No. 34 Township No. 22 North range No. 13 East, in the county of Tulsa, State of Oklahoma, with the appurtenances, for the term of one year, commencing the first day of January, 1910 and ending the first day of January 1911 when said tenancy shall expire without further notice.

Said second party does hereby hire said premises, and agrees with said first party, agents or assigns as payment to said first party 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. To cultivate in good, careful and proper manner, all the tillable land on said premises not in tame or wild grass or timber.

Second. That he will allow no waste during his occupation of said premises, of fencing thereon, or timber, nor damage to any building thereon, natural wear and tear, or damage by the elements excepted.

Third. That he will take good care of all growing trees thereon of all kinds, protecting them from being destroyed.

Fourth. That during his occupancy of said premises he will not remove, nor allow any other person to enter upon and remove from said premises any part or portion of the fences, buildings, fruit or ornamental trees, or shrubbery, or any part of the improvements of any kind or nature whatever, upon said land, which are upon said land when he becomes occupant thereof, or which may be placed thereon by said party of the first part, or his authorized agent, during the term of this occupancy of said premises. And in case of such waste or removal of any of the improvements, the party of the first part, or his attorneys or agent, shall at once re-enter upon and occupy said premises; and said second party will at once give peaceful possession of said premises and pay at once to said first party the full value of all improvements thus taken from said premises.

Fifth. 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