

said premises from danger by fire, by plowing and burning when necessary that he will not sub-lease or assign this lease without the written consent of 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 rented in like condition as when taken, together with all improvements that may be placed thereon by said first party during his occupancy thereof, reasonable use and wear thereof and damage by the elements excepted.

Sixth. For the use of said premises for the term mentioned, he hereby covenants and promises to pay to said party or agent authorized to receive it

None, - - - - - of the rye, One-third (1/3rd) of the wheat.

None, - - - - - of the barley, One-third (1/3rd) of the corn

One-third (1/3) of the oats, None - - - - - of the fruit.

When threshed or husked, said party of first part's share of said grain shall be delivered in the crib and granaries at home farm of party of the first part.

Ninth. It is further agreed that in case the land described herein is sold or rented to another tenant for 1911, said tenant or buyer shall have ^{the} right to go on said land, make repairs, fall plow, or sow wheat in the fall of 1910, in all or any portion of stubble land.

It is further agreed by and between the said parties, that in case said first party so elects, they shall have the right to furnish the machine and thresh the grain raised under this lease, and said second party agrees to pay the customary price of the country for such work, or a price to be agreed upon between said parties.

Party of second part shall have five acres for a truck patch, for which five acres second party agrees to pay to party of first part \$2.50 an acre for four (4) acres, or the average of the said corn crop per acre.

That he will well and seasonably put in and tend said crop.

Witness our hands the day and year above written.

Executed in the presence of
M.F. Iliff
Cleon R Nixon.

George T. Ware
J.E. Henderson.

Filed for record at Tulsa, Okla. Jan. 31 1910 at 8 o'clock A.M.

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

STATE OF OKLAHOMA, COUNTY OF ADAIR.

STATE OF OKLAHOMA)

COUNTY OF ADAIR (S.S.

IN THE COUNTY COURT OF ADAIR COUNTY, OKLAHOMA.

In the matter of the estate of
Annie Sawney and Goh-he-neh Sawney,
minors, William H. Davis, Guardian.

CONFIRMATORY ORDER.

and now on this 17 day of January 1910, this cause coming on to be heard by the Court upon the report of the Guardian of the leasing of the lands of his wards to Brown & Ellingwood of Collinsville, Oklahoma, for grazing purposes, and the court being fully advised in the premises, and it appearing that said lease has been executed according to the orders of this court,