

and acknowledged the execution of the same. That I am familiar with the seal of the said The Deming Investment Company, and that the same was thereto affixed in my presence.

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

(seal)

E.E. Ford, Notary Public, Oswego Kansas.

My commission expires April 12th 1914.

Filed for record at Tulsa, Okla Nov 17, 1910 at 9:25 A.M.

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

CONTRACT AND LEASE.

This agreement entered into by and between John T. Jackson of Broken Arrow, Oklahoma, known herⁱⁿ as the party of the first part, and Joe Hickory of Broken Arrow Oklahoma, known herⁱⁿ as the party of the second part.

Witnesseth: That for and in consideration of the matters herⁱⁿ set out and of all the covenants herⁱⁿ expressed the party of the second part rents and leases to the party of the first part the SE 1/4 of the SE 1/4 of Section 26, Township 18 Range 14 East and being the homestead forty acres of the party of the second part who hereby leases the same to the said party of the first part for the sum of \$80.00 eighty dollars, to be paid by party of the first part at the expiration of a certain note for \$80.00 given this date by party of the second part to the Tyler Burgess by party of the second part, and to further secure the payment of the said note a lien is hereby given on one sorrell horse four years old, purchased by party of the second part from Tyler Burgess but if the said note of \$80.00 is discharged by the party of the second part together with all accrued interest and expenses thereon then said party of the first part agrees to pay said party of the second part \$80.00 for the rental of said above described land for the use of same for a period of one year from January 1st, 1911 to January 1st, 1912. And to release this lien on said horse. But in the event the party of the second part fails to pay the said above described note at maturity which is four months from November 3rd, then the said party of the first part agrees to pay the same and hereby endorses said note, and it is agreed by both parties that any such payment shall apply on the said rents, and the expense of said transaction shall be paid by party of the second part. But should the said party of the second part pay said note and costs, and interest then the amount provided for lease of the above described land shall be paid March 3rd 1911 in due course of trade. Said note being dated November 3rd 1910/ and given to the first State Bank of Broken Arrow, Oklahoma.

Witnesseth our hands and signatures this November 10th 1910 at Broken Arrow, Tulsa County Oklahoma.

Witnesses

Jno. J. N. Sykes
J.S. Price
J.J. Sykes.

John T. Jackson
Party of the first part.
his
Joe x Hickory
mark
Party of the second part.

State of Oklahoma, County of Tulsa.

Before me Jno. J. N. Sykes, a notary public in and for said county and state on this November 10th 1910 personally appeared John T. Jackson and Joe Hickory to me known to be the identical persons who executed the within and foregoing instru-