

Holds and controls all of the timber on said land.

To have and to hold the same to the second party from the 1st day of January, 1909, to the 1st day of January, 1914, a term of five years from January 1st, 1909. And the said second party, in consideration of the premises herein set forth, agrees to pay to the first party as rental for the above described premises the sum of \$160.00, one hundred sixty dollars, per year, for each year of the term of five years, payable as follows, \$80.00 cash in hand paid, the receipt of which is hereby acknowledged, and \$80.00 on the fifteenth day of October, 1909, and \$160.00 on the fifteenth day of October, 1910, \$160.00 on the 15th day of October, 1911, \$160.00 on the 15th day of October, 1912, \$160.00 on the 15th day of October, 1913;

It is further agreed that the second party shall not assign this lease or sublet the premises, or any part thereof, without the written consent of the first party. And it is also agreed that upon a failure to pay the rentals or any part thereof as herein provided, or to otherwise comply with the terms and conditions of this lease by the second party, then the first party may declare this lease at an end and void, and re-enter and take possession of said premises.

It is further agreed by the party of the first part that he shall build and construct, during the year 1909, the following buildings and fences, to wit, One house, one barn, one well or cistern, and sufficient amount of three wire fence to protect the crops on the cultivated land from depredation by cattle or horses.

It is further agreed that the party of the first part shall have and retain his landlord's lien for rents due and unpaid.

It is further agreed by the party of the second part that in case of him subletting the above described premises, that such sub-tenant shall agree to the terms of this contract, before such lease is executed, and such sub-lease shall be under the terms of this contract.

It is hereby agreed that party of the second part shall have the right to clear and put under cultivation any land that is not now under cultivation, and that said clearing shall be done without remuneration from the party of the first part.

It is further agreed that the party of the second part shall select proper timber and see to the cutting of the same, said timber to be sawed into lumber, and used in the construction of the above mentioned buildings, said services to be gratuitous and without expense to the party of the first part.

It is further agreed that at the end of this lease, or as soon thereafter, or sooner termination thereof, the second party shall give peaceable possession of the premises to the party of the first part in as good a condition as they are now, the usual wear and tear and acts of God excepted. And upon ^{the} nonpayment of the rent or any part thereof at the time and distrain for rent due and unpaid, and declare this lease at an end and reenter and recover possession by forcible entry and detainer and notice of such election and demand of possession are hereby waived.

This lease shall not be considered renewed except by agreement of the parties hereto.

Witness our hands and seals the date first above written.

State of Oklahoma,
County of Tulsa, SS,

A. J. Adkison
Party of first part.

J. N. Norris
Party of Second part.