

who executed the within and foregoing instrument and acknowledged to me that he had executed the same as his free and voluntary act and deed and for the uses and purposes therein set forth.

Witness my hand and seal as such Notary Public on the day last above mentioned.

Chas. Haley, Notary Public.

(Seal)

My commission expires July 12<sup>th</sup> 1913.

Filed for record at Tulsa, Okla. Mar. 28 1910, at 9:50 o'clock A. M.

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

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# L E A S E .

## COMPARED

THIS LEASE, Made this 25th day of March 1910, by and between Marche Beor of the first part, and Tom Medley of the second part:

WITNESSETH, That said first party in consideration of the covenants and agreements hereinafter set forth does by these presents demise lease and let unto the second party the following described property, situated in the County of Okfuskee, in the State of Oklahoma, to-wit:

W $\frac{1}{2}$  of the SW $\frac{1}{4}$  and NE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Sec. 16-14-10 One Hundred and Twenty Acres.

To have and to hold the same to the second party from the first day of Jan. 1910 to the First day of Jan. 1915. And 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 \$100/00

And it is also agreed that upon the 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 futher agreed, by and between the parties hereto that the party of second part build a house 14 X 14 and shed room <sup>8x14 build shed room</sup> for 4 horses, dig one well to water, dig a tank for stock water, fence the entire 120 acres with three wire fence.

Put in cultivation 80 acres during the life of this lease. Pay to the first party 1/3 of corn and 1/4 of cotton after each years or the following year put in cultivation.

It is further agreed, that at the end of this lease, or sooner termination thereof the second party shall give peaceful possession of the premises to the first party in as good condition as they are now, the usual wear and tear and damage by the elements alone excepted. And upon the non-payment of the rent or any part thereof at the time and in the manner herein above set forth, then the party of the first part may distrain for rent due and declare this lease at an end and void, and re-enter 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.

The covenants and agreements of this lease shall extend to and be binding upon the heirs executors and assigns of the parties hereto.

Witness our hands and seals the date and year first above written.

Marche Bear (seal)

T. G. Medley (Seal)

Witness to mark:  
C. C. Chism  
J. N. Cook.