

County and State, Lizzie Flipping and Howard Flipping, her husband, both well known to me, and acknowledged the execution of the within agreement for the purposes therein set forth.

Witness my hand and Notarial seal this 25th day of April 1910.

(seal)

Ruth L. Fistette, Notary Public.

My commission expires Feb. 19, 1914.

Filed for record at Tulsa, Okla. Apr. 26 1910 at 10 O'clock A M.

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

COMPARED

Lease.

THIS LEASE, made this first day of April 1910, by Timmie Hosey, (Cherokee Roll #18180) of the first part to J.J. Harbour, of Tulsa, Okla. of the second part.

WITNESSETH that the said party of the first part, in consideration of the rents, covenants and agreements of the said party of the second part, hereinafter set forth, does by these presents Demise Lease and Rent to the said party of the second part, the following described property, situate in the County of Tulsa, State of Oklahoma, to-wit:

Northwest-Quarter of Northeast-Quarter and Northeast-Quarter of Northeast-Quarter of Northwest-Quarter of Section Thirty (30) in Township Twenty-two (22) North Range Thirteen (13) East

Containing 50 acres more or less. Same being Surplus land of the party of the first part.

TO HAVE AND TO HOLD THE SAME, unto the said party of the first part, from the first day of April 1910, to the first day of April 1915.

And said party of the second part, in consideration of the leasing the premises, as above set forth covenants and agrees with the said party of the first part, to pay the said party of the first part, his heirs or assigns, as rent for the same the total amount or sum of Fifty (\$50.00) dollars, in yearly payments, as follows, to-wit. Ten (\$10.00) cash in hand, and Ten (\$10.00) on April 1st, 1911-1912-1913-1914 and put a good wire fence with new posts around the land consisting of 3 or 4 wire with new oak or Locust or Zedar post. No further than 16 feet apart.

Hereby waiving the benefit of exemption, valuation and appraisal laws of said State of Oklahoma, to secure the payment thereof.

The said party of the second part further covenants with said party of the first part, that at the expiration of the time mentioned in this lease, to give peaceable possession of said premises to said party of the first part, in as good a condition as they now are, the usual wear, unavoidable accidents, and loss by fire excepted, and will not make or suffer any waste thereof, nor lease, nor underlet, nor permit any other person to occupy the same, or make or suffer to be made any alteration therein, without the consent of said party of the first part, in writing, having been first obtained and not use or occupy said premises for any business or thing deemed extra hazardous on account of fire, and that upon the violation of or default in any of the preceding covenants and provisions, or the non payment of the rent, as aforesaid, the said party may, at his election, declare this lease at an end, and recover the possession of said premises as if held by forcible detainer, the said party of the second part hereby waiving any notice of such election, or any notice or demand for the possession of said premises.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.