

the estates of the before mentioned minors be and he is hereby authorized and directed to lease to said James D. Ward the hereinafter described property for five years from this date, for a consideration of 25¢ an acre payable yearly in advance, as stated in lease a copy of which is attached hereto and made a part of this order, covering lands described in said petition and lease.

Dated this 19 day of May A.D. 1910.

J.T. Parks, County Judge.

State of Oklahoma, Cherokee County

I J.C. Woodson, Clerk of the County Court in and for the County and State aforesaid, do hereby certify that the above and foregoing to be a full, true and complete copy of order authorizing lease filed this day in Probate 168 New Estate of Nannie Spade, et al minors as the same appears on file and of record in my office.

Witness my hand and the seal of said court this 19 day of May 1910.

(seal)

J.C. Woodson, Clerk County court.

Filed for record at Tulsa, Okla May 24 1910 at 1 o'clock P.M.

H.C. Walkley, register of deeds (seal)

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LEASE.

THIS LEASE, Made this 19th day of May 1910 by John Spade, as guardian of Watt Spade Jennie Spade, and Nannie Spade, minors, of Tahlequah, Oklahoma, to James D. Ward, of Collinsville, Oklahoma.

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:

The Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of section 5, Township 21 north, Range 14 East of the Indian Base and Meridian, allotted to Watt Spade, and Northwest  $\frac{1}{4}$  of Southwest  $\frac{1}{4}$  and Southwest  $\frac{1}{4}$  of northeast  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  of section 5, Township 21 North, range 14 East of the Indian Base and Meridian, allotted to Jennie Spade, and Lot 4 and southwest  $\frac{1}{4}$  of Lot 3, of section 5, Township 21 North, range 14 East of the Indian Base and Meridian, allotted to Nannie Spade.

TO HAVE AND TO HOLD THE SAME, unto the said party of the first part, from the 19th day of May 1910, to the 19 day of May 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 party his heirs or assigns, as rent for the same the total amount or sum of One Hundred Seventy five dollars in five (5) payments as follows, to-wit:

Thirty five dollars (\$35.00) cash in hand, the receipt of which is hereby acknowledged: Thirty five dollars (\$35.00) on or before the first day of March 1911 and each succeeding March 1st during the life of this lease. It is understood and agreed that said payments shall be made by check, sent by second party to credit of first party at First National Bank, Tahlequah, Oklahoma, and same shall be binding as if paid to first party in person.

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

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