

State of Oklahoma, Tulsa County, SS.

Before me Wm. Query a Notary Public in and for said county and State on this 10 day of Aug. 1910, personally appeared Samuel E. Thomas and Alice A. Thomas to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the use and uprose therein set forth.

Witness my hand and N.P. seal the day and year above set forth.

(seal)

Wm. Query, Notary Public.

My commission expires 11/22d/1911.

Filed for record at Tulsa, Okla Aug. 10, 1910 at 2:40 O'clock P.M.

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

COMPARED

Lease-- Farm Property.

THIS INDENTURE MADE this 10th day of August in the year of our Lord 1910, between Mary E. Wharton party of the first part, and A.R. McGrew of Tulsa County, and State of Oklahoma, party of the second part.

WITNESSETH, that said party of the first part, in consideration of the rents and covenants herein specified, does hereby let and lease to the said party of the second part, the following described property, to-wit:

The South Half of the Northeast Quarter of Section eight (8) Township twenty (20) north, of Section No. 8, Township No. 20 N. Range No. 13 E. in the County of Tulsa, State of Oklahoma, with the appurtenances, for the term of five years commencing the first day of January 1911 and ending the 31 day of December 1915. when said tenancy shall expire without further notice.

Said second party does hereby hire said premises, and agrees with said first party, agents or assigns as payment to said first party for the use and benefit accruing to him from the use and occupancy of the above described premises, that he will and does hereby bind himself, his heirs and executors, as follows:

FIRST. To cultivate in good, careful and proper manner, all the tillable land on said premises not in tame or wild grass or timber.

SECOND. That he will allow no waste during his occupation of said premises, of fencing thereon, of timber, nor damage to any building thereon, natural wear and tear or damage by elements excepted.

THIRD. That he will take good care of all growing trees thereon of all kinds protecting them from being destroyed.

FOURTH. That during his occupation of said premises he will not remove nor allow any other person to enter upon and remove from said premises any part or portion of the <sup>house</sup> buildings, fruit or ornamental trees, or shrubbery, or any of the improvements of any kind or nature, whatever, upon said land, which are upon said land when he becomes occupant thereof, or which may be placed thereon by said party of the first part, or his authorized agent, during the term of his occupancy of said premises. And in case of such waste or removal of any of the improvements, the party of the first part, or his attorneys or agent, shall at once re-enter upon and occupy said premises, and said second party will at once give peaceable possession of said premises and pay at once to said first party the full value of all improvements thus taken from said premises.