

In witness whereof I have hereunto set my hand and official seal the day and year last above written.

(seal)

M.V. Chandler, Notary Public.

My commission expires April 1st, 1914.

Filed for record at Tulsa, Okla. Aug. 29, 1910 at 2:05 o'clock P.M.

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

COMPARED

This agreement made and entered into at Tulsa, Tulsa County, and State of Oklahoma on this 9th day of February, 1910, by and between Albert J. Maxfield, party of the first part and Joseph T. Hensley, party of the second part, WITNESSETH:

That said party of the first part in consideration of the payment by the party of the second part to the party of the first part of seventy five dollars (\$75.00), cash in hand, the receipt of which is hereby acknowledged by the party of the first part, and for the further covenants and agreements of the said second party hereinafter set forth, does by these presents demise, lease and rent to the said party of the second part, the following described property situated in the County of Tulsa, State of Oklahoma, to-wit.

The N. 1/2 of the N.E. 1/4 of Section 8, Township 20, Range 13 East, containing 80-acres more or less, the same being the allotment of the party of the first part in the Cherokee Nation. The party of the first part represents that he has full authority to make such lease; that the above described land is not leased to any one whatever for the term of this lease.

It is further agreed that the party of the second part shall have the right to sell, assign or sub let all his rights under this lease, and said purchaser, assignee, or sub-tenant shall be bound by the terms of this lease.

First party may repay to second party said sum on or before Sept. 1st, 1910. of \$75.00 if paid on or before September 1st, 1910 same shall bear 8% interest. If not so paid on or before said date said first party accepts the above \$75.00 as full payment for the terms of this lease. If paid on or before September 1st, 1910 with interest at 8%, the second party is to pay as rent one third (1/3) of the corn and the customary share of any other crop. The second party is to have and to hold the same unto said party of the first part from the 10th day of February 1910 to the 10th day of February, 1911.

It is further agreed between the party of the first part and the party of the second part that said second party is to have full control of the following portion of the house during the life of this lease, namely; The South Room downstairs called the kitchen and the two bed rooms on the south side of the house upstairs. Balance of the house to be reserved to first party. Said house is located on this lease.

It is further agreed between the parties that the second party is to have barn room for four (4) horses, and to have One (1) of the two (2) corn cribs to be selected by the second party. The second party is to have the entire hay loft, balance of the barn and other crib reserved to first party.

It is further agreed that first party is to reserve five (5) acres fenced east of the house and the pasture and garden now fenced. It is further agreed that the second party is to take due care of the fruit trees on said premises. Both parties are to have the use of the well.

It is further agreed that the second party is to have ground for a garden