

Witness my hand and Notarial seal this 9th day of September 1910.

(seal)

A.J. Inderrieden, Notary Public.

My commission expires May 20, 1913.

Filed for record at Tulsa, Okla Sep 13, 1910 at 8 o'clock A.M.

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

COMPARED

RENTAL CONTRACT.

THIS CONTRACT made this 12th day of September 1910, by and between Caesar Simon of Coweta, Okl as first party, and E.E. Lewis, of Coweta, Ok. as second party,

Witnesseth, that first party in consideration of the covenants and agreements hereinafter set forth does by these presents demise, lease and let unto the second party for agricultural purposes, the following described property situated in----County, Oklahoma, to-wit:

North west $\frac{1}{4}$ of North east $\frac{1}{4}$ of sec. eleven township 18 Range 13 being the homestead allotment of the first party.

To have and to hold the same to the second party from the 1st day of January 1911 to the 1st day of January 1912. And said second party in consideration of the premises herein set forth agrees to pay the first party as rental for the above described premises Eighty dollars the receipt of which is hereby acknowledged as paid in full.

It is further agreed that the second party will use all due diligence in gathering all crops, permit no waste by stock or other wise, keep fences repaired, use due care to prevent wash and ditching ^{of fields} by water, keep down obnoxious weeds, and shuck out first party's share of corn before he gathers his own share dividing equally as possible by shucking rows for the first party, retaining rows for himself alternately through the field, making due allowance for short rows, furthermore to render to the first party a full and true account of the disposal of all crops grown upon the premises, all rentals being at once due and payable to the first party's credit at-----upon sale of crops or portion thereof.

It is further agreed that second party shall not assign this lease or sublet the premises or any part thereof, or lease and farm any additional land, without the written consent of the first party, and in event second party fails to commence work in a reasonable length of time, leases or works elsewhere, thereby preventing first party from satisfactorily leasing to a suitable party, said second party is liable for all damages caused thereby. It is agreed that upon neglect of the second party to properly tend growing crops in a good workmanship manner that the party of the first part may furnish the necessary money to put and keep crops free from weeds and in good growing condition, all expense of so doing to be due, and to give the first party a first lien on all crops raised on said premises.

It is further 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, his heirs or assigns, may declare this lease at an end and void, and are hereby authorized and empowered to re enter and take possession of said premises and detainer and notice of such election and demand of such possession are hereby waived. And