

And said party of the second part, in consideration of the leasing the premises, as above set forth covenants and agrees with the said parties of the first part, to pay the said parties of the first part, their heirs or assigns as rent for the same the total amount or sum of Five Hundred fifty dollars, payment of which sum is hereby acknowledged by the parties of the first part.

Party of the second part further agrees to sow 20 acres in wheat and 30 acres in oats on the said s 1/2 of SE 1/4 of section 18.

Hereby Waiving the benefit of exemption, valuation and appraisalment 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, or make or suffer to be made any alterations 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 proceedings 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.

Rachel Simmons nee Wilkerson

Tom Simmons

Nora B. Douth.

State of Oklahoma, Tulsa county, SS.

Before me the undersigned a Notary Public on this 14th day of Sept. 1910 personally appeared Rachel Simmons nee Wilkerson and Tom Simmons and Nora B. Douth, who are to me known to be the identical persons who executed the within and the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year last above written.

(seal)

Hayward Hayden, Notary Public.

My commission expires Dec. 28, 1911.

Filed for record at Tulsa, Okla Sep. 15, 1910 at 11 o'clock A.M.

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

COMPARED

Assignment.

KNOW ALL MEN BY THESE PRESENTS: That, for value received, we, the Avery Investment Company, by Cyrus S. Avery, its President, do hereby sell, assign, transfer and set over to the Phoenix Mutual Life Insurance Company of Hartford, Connecticut, the note and interest coupons secured by, and all