

And the said party of the second part covenants and agrees with the party of the first part, that at the expiration of the time mentioned in this lease he will deliver up the possession of the premises herein described, peaceably and without legal process for the recovery thereof.

And the party of the second part agrees and covenants that in case of the non payment of the whole or any portion of the said rent at the time when it has been agreed that the same shall be paid, the said party of the first part her assigns or legal representatives, at her election, may either distrain for said rent due, or declares lease at an end and recover possession as if the same was held by forcible detainer, the said party of the second part hereby waiving any notice of such election or any demand for the possession of the said premises by the party of the first part.

And the party of the-----part further agrees and covenants with the part--- of the-----part, that-----

The covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, executors, and administrators of the parties to this lease; Provided, however, that nothing hereinbefore contained shall be construed as giving unto the party of the second part the right and privilege to sublet the whole or any part of the premises described.

In witness whereof, the parties of these presents have hereunto set their hands the day and year first above written.

Rosie Walker,
Part--Of the first part.

Signed in the presence of
W.M. O Neil
Amos White

Part-- of the Second part.

State of Oklahoma, Craig County, SS.

Before me, Albert B. Marks, a Notary Public within said county and State on this 23rd day of September 1910, personally appeared Rosa Walker, unmarried and to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal, the day and year above set forth.

(seal)

Albert B. Marks, Notary Public.

My commission expires 6/19/13.

Filed for record at Tulsa, Okla Sep. 30, 1910 at 10:25 A.M.

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

COMPARED
AFFIDAVIT
STATE OF OKLAHOMA, COUNTY OF TULSA SS.

A.B. Norton of lawful age, being by me duly sworn according to law deposes and says

That on September 20th, 1910, a certain contract was made and entered into between one N.M. Phipps, as party of the first part and one E.T. Bowen, party of the second part.

That in said contract said N.M. Phipps, as the legal owner of the south east quarter of section 20, Township 18 North, Range 13, East, agreed and bound himself to and with said E.T. Bowen that he, the said Phipps would make and execute a good and valid oil and gas lease, in accordance with the terms of said