

appurtenances; that the same are free, clear, discharged and unincumbered of and from all former grants, titles, charges, judgments, taxes, assessments and incumbrances of what nature and kind soever and that he will warrant and forever defend the same unto said party of the second part, her heirs and assigns, against said party of the first part, his heirs and all and every person whomsoever lawfully claiming or to claim the same.

In witness whereof, the said party of the first part has hereunto set his hand the day and year first above written.

Clarence L. Thomas.

ACKNOWLEDGMENT.

STATE OF OKLAHOMA, MUSKOGEE COUNTY SS.

Before me Cora Buchanan, a Notary Public in and for said State and County, on this 8th day of September 1910, personally appeared Clarence L. Thomas, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

(seal)

Cora Buchanan, Notary Public.

My commission expires June 1, 1914.

Filed for record at Tulsa, Okla. Oct 3, 1910 at 3:30 P.M.

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

COMPARED

LEASE CONTRACT.

THIS AGREEMENT, made and entered into this 21st day of Sept. 1910 by and between Joe Barnett party of the first part and W.M. Marsh of-----party of the second part,

WITNESSETH, that for and in consideration of the covenants and agreements hereinafter made and set forth, the party of the first part has let, leased and demised and does by these presents let, lease and demise unto the party of the second part, his heirs or assigns for agricultural purposes for the term of five years from and after the 1st day of Jan. 1911 the following described tract of land, to-wit:

S 1/2 of SE 1/4 Section 8, Township 16, North Range 14 East containing 80 acres more or less and being a portion of the allotment of Jensey Barnett a minor.

The said party of the second part for the use of said land agrees to pay to the party of the first part, rent as follows: Thirty five & No/100 (\$35.00) dollars per year payable as follows: Ten & no/100 (\$10.00) dollars upon the execution of this contract and the receipt of which sum is hereby acknowledged. Twenty-five & 350/100 (\$25.00) Dollars on Jan. 1st, 1911 and Thirty-five (\$35.00) Dollars on Jan. 1st, of each year during the term of this contract.

And the second party further agrees to protect the orchard now on said land and divide the fruit evenly with party of the first part; also agrees to place 55 (fifty-five) acres in cultivation.

It is also expressly understood and agreed that the said second party shall deliver up possession of the said premises with all improvements except as otherwise agreed in this contract, at the expiration of said term, in good condition (natural wear considered), without further notice on the part of the