

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)

J.F. Pautler, Notary Public.

My commission expires June 14, 1914.

Filed for record at Tulsa, Okla Oct 4, 1910 at 8 A.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 Lizzie Burgess, Guardian of Bixby, Okla. party of the first part, and C.W. Roberson of Bixby, Okla. 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 four (4) years from and after the first day of Jan 1911 the following described tract of land, to-wit:

E 1/2 of NW 1/4 Section 8, Township 16 North range 14 East and NW 1/4 of NW 1/4 Section 8, Township 16, North range 14 East containing 120 acres more or less and being the surplus allotment of Jensey Bruner, 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 & no/100 (\$30.00) dollars per year payable as follows: Five & no/100 (\$5.00) dollars upon the execution of this contract and the receipt of which sum is hereby acknowledged by party of first part, Twenty five & no/100 (\$25.00) dollars on Jan 1st, 1911 Thirty & No/100 (\$30.00) dollars on Jan 1st 1912, Thirty & no/100 (\$30.00) dollars on Jan 1st, 1913; Thirty & no/100 (\$30.00) dollars on Jan 1st, 1914.

And the second party further agrees to build one native lumber house 12 x 20 feet with shed room 10 x 10 feet, 3 windows, 4 pine doors; pine floors good roof of shaved clap boards, 3 wire fence on the boundary lines of above premises on good hard wood posts to be completed by Jan 1st, 1914. All land fit for cultivation on above premises amounting to 40 acres, more or less shall be placed in a good state of cultivation.

The said party of the first part agrees that party of second part shall have use and control of such timber as is included in the cultivated portion of above premises.

It is also expressly understood and agreed that the said second party shall deliver up possession of 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 said first party.

Witness our hands and seals the day and year first above written.

Lizzie Burgess, Guardian (seal)

C.W. Roberson (seal)

Signed, sealed and delivered in the presence of J.F. Pautler.

State of Oklahoma, County of Tulsa, SS.

Before me a notary public in and for said county and state on this