

termination of this contract to-wit: No further improvements are contemplated under this contract. But it is agreed by the parties hereto that should party of the second part desire to erect any further improvements upon the lands herein described, he shall have the right to do so without further permission or notice from party of the first part. It is further understood and agreed by the contracting parties to this contract, that party of the second part shall have full authority to transfer or assign this contract ~~at~~ any interest therein without further notice or permission.

It is further agreed that all such improvements made for Agricultural purposes aforesaid shall remain and be the property of the party of the second part and should the party of the second part be deprived of said land or any part thereof before the expiration of this contract then and in either event he shall have the privilege of removing said structures and improvements or disposing of them as he may see fit, but if he shall be permitted to have the use of the premises for the full period provided herein and this contract shall have been fully completed in conformity with the terms herein expressed then said structures and other improvements shall be turned over and delivered to the party of the first part in good condition and repair, less ordinary wear and tear.

It is further agreed that this contract and its stipulations shall be binding upon our respective heirs and legal representatives.

In witness whereof the parties have signed this contract the day and year above written.

James Warley  
Party of the first part.

Samuel C. Davis,  
Party of the second part.

Witnessed by  
James H. Sykes  
J.L. Harnage.

State of Oklahoma, Tulsa County, SS.

Before me E.R. Albert, a Notary public in and for said county and state on this 12th day of October, 1910, personally appeared James Warley and Samuel C. Davis, to me known to be the identical persons who executed the within and 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.

(seal)

E.R. Albert, Notary Public.

My commission expires Oct 6, 1913.

Filed for record at Tulsa, Okla Oct 12, 1910 At 3 P.M.

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

COMPARED

IN THE COUNTY COURT OF CREEK COUNTY STATE OF OKLAHOMA.

In the matter of the Estate of Dixon Wiley Deceased.

ORDER.

And now on this 1st day of September 1910, came on to be heard; the petition of Ben Haigne and Wayne Barnett, the sole and only heirs at law of Dixon Wiley, deceased:

Said petitioners appearing by their attorney; James J. Mars, and after hearing the testimony and the argument of counsel and the court being