

FARM LEASE.

COMPARED

state of Oklahoma, Creek county, SS.

Farm lease. This indenture of lease made and entered into at Sapulpa, Oklahoma, this 20th day of January, 1911, by and between Lucy Tom, Party of the first part, and R. L. Cummings, of Bixby, Oklahoma, Party of the second part,

Witnesseth: That said Party of the first part for and in consideration of the rents, covenants and agreements hereinafter set forth, does by these presents demise, let and lease unto said second Party the following described property to wit: the southeast quarter 91/4 of section twenty-eight (28), township seventeen (17), range thirteen (13) same being the original allotment of lands of the Creek nation of Indians to the said Lucy Tom, enrolled as Lucy Big Pond, full-blood Creek, to

To have and to hold the same unto said Party of the second part for a term of five years from the first day of January, 1911, to the first day of January, 1916, for agricultural purposes. And said second Party in consideration of the premises herein set forth agrees to pay to the said first Party, or her legal representative, the sum of Two hundred (200) Dollars Per year for each and every year of such term, payable as follows, to wit: one hundred dollars on the first days and every January and July during said term, in advance. And said first Party hereby acknowledged receipt of payment herein in the sum of one hundred (100) dollars in cash and the further sum of two hundred (200) dollars, the same being the agreed value of a certain buggy and team sold and delivered by second Party to first Party, and being a total of three hundred (300) dollars paid as rental on this lease.

It is further agreed and understood between the parties hereto that a certain other lease made and executed to them heretofore to wit, on the ____ day of ____, 1910, on the same land for the same term, together with a certain receipt dated at Sapulpa, Oklahoma, January 10, 1911, in the sum of three hundred (300) Dollars, and purporting to be a payment of balance in full of all of said rental, shall be held to be absolutely void and of no force or effect, as against either of the parties hereto, their heirs, executors, administrators or assigns.

It is further agreed that second Party shall not assign this lease or sub-let the Premises or any part thereof without the written consent of first Party. And it is also agreed that upon the failure of second Party to pay when due the rentals so reserved as aforesaid or any part thereof, or otherwise to comply with the terms and conditions of this lease, then first Party may declare the same at an end and void, and may reenter and take possession.

It is further agreed that at the end of this lease or sooner termination thereof second Party shall give peaceable possession of said Premises to first Party in as good shape as they now are. And upon the non payment of the rent, or any part thereof, when the same shall become due and payable, may distrain for the same and may reenter and recover possession, by forceable entry and detainer, and notice of such election and demand of Premises, I hereby waive. The covenants and agreements of this lease shall extend to and be binding upon the heirs executors and administrators of the parties hereto.

In witness whereof we hereunto set our hands at Sapulpa, Oklahoma, this 20th day of January, 1911.

Lucy *her* Tom
R. L. Cummings *marie*

state of Oklahoma, Creek county, SS.

On this 20th day of January, 1911, before the undersigned, a notary Public within the aforesaid county, personally appeared Lucy Tom, nee Lucy Big Pond, and R. L. Cummings, to