

COMPARED

LEASE.

This lease made this 27th day of January, 1911, by Lucy Merrill nee Halfbreed and W. P. Merrill her husband of the first Part to Geo H. Nerins of the second Part.

witnesseth that the said Parties of the first Part, in consideration of the rents, covenants and agreements of the said Party of the second Part, hereinafter set forth, do by these Presents demise, lease and rent to the said Party of the second Part, the following described Property, situate in the county of Tulsa, state of Oklahoma, to-wit:

NW $\frac{1}{4}$ of NE $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of section 19, and W $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of section 17 all in township 21 north, range 14 east, for agricultural purposes.

To have and to hold the same, unto the said Party of the second Part, from the 27th day of January, 1911, to the 1st day of January 1916.

And said Party of the second Part, in consideration of the leasing the Premises, as above set forth covenants and agrees with the said Parties of the first Part, to pay the said Parties of the first Part, their heirs or assigns, as rent for the same the total amount or sum of One Hundred dollars, in one Payment as follows, to-wit:

Cash in hand receipt of which is hereby acknowledged.

hereby waiving the benefit of exemption, valuation and appraisal laws of said state of Oklahoma, to secure the Payment thereof.

The said Party of the second Part further covenants with said Party of the first Part, that at the expiration of the time mentioned in this lease, to give Peaceable Possession of said Premises to said Party of the first Part, in as good a condition as they now are, the usual wear, unavoidable accidents, and loss by fire excepted, and will not make or suffer any waste thereof, or make or suffer to be made any alteration therein, without the consent of said Party of the first Part, in writing, having been first obtained, ~~and~~ ^{and} not use or occupy said Premises for any business or thing deemed extra hazardous on account of fire, and that upon the violation of or default in any of the preceding covenants and provisions, or the non-payment of the rent, as aforesaid, the said Party may, at his election, declare this lease at an end, and recover the Possession of said Premises as if held by forcible detainer, the said Party of the second Part hereby waiving any notice of such election, or any notice or demand for the Possession of said Premises.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the Parties to this lease.

In witness whereof, the said Parties have hereunto set their hands the day and year first above written.

Executed in the Presence of

Jas Ballard

Martin Meker

Witnesses to marks of Lucy and W. P. Merrill.

state of Oklahoma, Tulsa county, SS.

Lucy Merrill nee Halfbreed

W. P. Merrill

Geo H. Nerins

Before me, the undersigned a notary Public, on this 27th day of Jan 1911 Personally appeared Lucy Merrill nee Halfbreed and W. P. Merrill her husband who are to me known to be the identical Persons who executed the within and the 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.

witness my hand and notarial seal the day and year last above written.

(SEAL)

Hayward Hyden notary Public.

My commission expires Dec 28, 1911.

Filed for record at Tulsa, Okla., Jan 28, 1911, at 8:00 A. M.

H. C. Walkley, register of deeds. (SEAL)