

Witnesseth, that the said party of the first part, in consideration of the rents, covenants and agreements of the said party of the second part, hereinafter set forth, does by these presents, demise, lease and rent to the said party of the second part, for agricultural purposes the following described property, situate in the county of Tulsa, state of Oklahoma, to-wit:

The northeast quarter (NE $\frac{1}{4}$) of northeast quarter (NE $\frac{1}{4}$) of section twenty-one (21) township twenty-one (21) north, range thirteen (13) east, of the Indian base and meridian, containing forty acres more or less.

It is agreed by and between both parties hereto that party of second part shall have the right to erect any improvements on said premises he may deem necessary, and to remove the same at any time prior to the expiration of this lease.

To have and to hold the same, unto the said party of the first part, from the first day of January, 1911, to the first day of January, 1916.

And the said party of the second part, in consideration of the leasing the premises, as above set forth covenants and agrees with the said party of the first part, to pay the said party of the first part, her heirs or assigns, as rent for the same the total amount or sum of fifty & no/100 (\$50.00) dollars in five (5) payments, as follows, to-wit:

Ten dollars (\$10.00) cash in hand the receipt of which is hereby acknowledged, the same being for rent for the year 1911, and ten dollars (\$10.00) on or before each succeeding January 1st, during the term of this lease. All rents to be paid by check mailed by second party to first party's last known postoffice address, and first party shall keep second party advised of any change in postoffice address.

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

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:

J. S. Harris

J. M. Harris

her
Malinda X Eagle
mark *[Signature]*

Witness to mark of Malinda Eagle who cannot write and at whose request I wrote her name.

L. C. Moore

J. M. Harris

State of Oklahoma, Sequoyah county, ss.

Before me, Lewis C. Moore, a notary public on this 6th day of Feb 1911, personally appeared Malinda Eagle, nee Austin, who is to me known to be the identical person who executed the within and the foregoing instrument, and acknowledged to me that she executed the same as her 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)

Lewis C. Moore, notary public.

My commission expires Dec 27, 1913.

State of Oklahoma, county of Sequoyah, ss.

I, Lewis C. Moore, the undersigned notary public, do further certify that I read over the within and foregoing lease to the said Malinda Eagle, nee Austin, who signed the same by her right thumb print, and she acknowledged to me that she understood the same, and that she signed the same as I have above set forth.