

at an advance rental and the parties have agreed that in consideration of the advance rental, the said sum of \$122.00, so paid, as aforesaid, shall be credited upon the rental for the term of the lease, which is to be made.

Now, Therefore, in consideration of the performance of the agreements to be performed by the party of the second part, as hereinafter set forth, the party of the first part does hereby rent and lease unto the party of the second part for a term of three (3) years, commencing on the 1st day of January 1911, and ending on the 31st day of December 1913, the following described land, together with all the improvements thereon, some being situated in Tulsa County, Oklahoma, to-wit:

The southwest quarter of section thirty-five (35) Township nineteen (19) north, Range thirteen (13) east.

In consideration whereof, the party of the second part agrees to pay to the party of the first part, as rental for the premises, above described, and for the term above mentioned, the full sum of Six Hundred (\$600.00) Dollars, payable at the times and in the manner following, to-wit: \$122.00 upon the execution and delivery of this contract, the receipt whereof is hereby acknowledged, same being the sum of \$122.00, above referred to and credited on the rental price, as per the compromise agreement above.

And the party of the second part further agrees to pay the further sum of \$78.00, on the 1st, day of November 1911, \$100.00 on the 1st day of January 1912; \$100.00 on the 1st day of November 1912; \$100.00 on the 1st day of January 1913; \$100.00 on the 1st day of November 1913. Said Deferred payments to be evidenced by Promissory note of even date herewith bearing interest from maturity

As a part of the consideration hereof, the party of the second part agrees that he will cultivate and farm said land in a good and workmanlike manner, and it is further agreed that whatever improvements or repairs may be made on said place during the continuance of this lease shall be made at the expense and at the option of the party of the second part.

It is further agreed by and between the parties hereto that the party of the second part may at his option break out of the land unbroken not more than twenty (20) acres.

Party of the second part further covenants and agrees that at the expiration of this lease he will surrender full, free and peaceable possession thereof to the party of the first part in as good condition as same now is, due wear and tear by the elements on the improvements excepted, and agree that he will so deliver said possession without further notice.

EXECUTED IN DUPLICATE

O. R. Howard, party of the first part
Guardian of estate of Benjamin Ray

J. S. Bailey, party of the second part.

State of Oklahoma ss
Tulsa County.

On this, the 6th day of January 1911, personally appeared before me, the undersigned a notary public, within and for the County and State aforesaid, O.R. Howard as guardian of the estate of Benjamin Ray, a minor, and J. S. Bailey, to me known to be the identical persons who executed the within and foregoing lease agreement and acknowledged to me that they executed the same as their free and voluntary act and