

the right to erect any improvement on said land he may deem necessary, and to remove the same at any time prior to the expiration of this lease, without molestation by party of first part, and without second party assuming any liability.

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 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 his heirs or assigns, as rent for the same the total sum of thirty seven & 50/100 (\$37.50) dollars, in five (5) payments as follows, to wit:

Seven & 50/100 dollars (\$7.50) cash in hand the receipt of which is hereby acknowledged, the same being for rent for 1911, and seven & 50/100 dollars (\$7.50) 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, first party to 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

Jack Batt

Ellis Batt

J. P. Davis

State of Oklahoma, Adair county, ss.

Before me, W. H. Davis, a notary public on this 30 day of January, 1911, personally appeared Jack Batt, of Stilwell, Oklahoma, who is to me known to be the identical person who executed the within and the foregoing instrument, and acknowledged to me that he executed the same as his 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)

W. H. Davis, notary public.

My commission expires Sept 14, 1914.

Filed for record at Tulsa, Okla., Feb 13, 1911, at 8:00 A. M.

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

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#### LEASE.

This lease made this 18 day of January, 1911, by Lydia and Tom Eli, of Stilwell, Oklahoma, of the first part to James D. Ward, of Collinsville, Oklahoma, 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, for agricultural purposes the following described property, situate in the county of Tulsa, state of Oklahoma, to wit:

West  $\frac{1}{2}$  of southwest  $\frac{1}{2}$  of southeast  $\frac{1}{4}$  and east  $\frac{1}{2}$  of southeast  $\frac{1}{4}$  of southwest  $\frac{1}{4}$  and southwest  $\frac{1}{4}$  of southeast  $\frac{1}{4}$  of southwest  $\frac{1}{4}$  and southeast  $\frac{1}{4}$  of southwest  $\frac{1}{4}$  of southeast  $\frac{1}{4}$  of section 12, township 21 north, range 13 east of the Indian base and meridian, containing sixty acres more or less.