

It is understood and agreed by both parties hereto that second party shall have the right to erect any improvements he may deem necessary on said land, 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 parties 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 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 seventy five & no/100 dollars, in five (5) payments as follows, to wit:

Fifteen dollars (\$15.00) cash in hand the receipt of which is hereby acknowledged, the same being rent for the year 1911, and fifteen dollars (\$15.00) 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 parties last known postoffice address, first parties to keep second party advised of any change in postoffice address.

Hereby waiving the benefit of exemption valuation and appraisement 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

John (illegible)

J. W. Ferguson.

her right  
Lydia Eli  
thumb print.  
his right  
Tom Eli  
thumb print.

State of Oklahoma Adair county ss.

Before me, W.H. Davis, a notary public on this 18 day of January, 1911, personally appeared Lydia Eli and Tom Eli of Stilwell, Oklahoma, 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)

W. H. Davis, notary public.

My commission expires Sept 14, 1914.

State of Oklahoma, county of Adair, ss.

I, W. H. Davis, the undersigned notary public, do further certify that I read over the within and foregoing lease to the said Lydia Eli and Tom Eli, who signed the same by their right thumb print, and they acknowledged to me that they understood the same and that they signed the same as I have before set out.

Witness my hand and notarial seal this the 18 day of January, 1911.

(seal)

W. H. Davis, notary public.

My commission expires Sept 14, 1914.

State of Oklahoma county of Rogers, ss.

I, James D. Ward, of Collinsville, Oklahoma, do hereby transfer and assign unto Ewing Halsell, of Vinita, Oklahoma, all of my right, title and interest in and to the within and foregoing lease, without recourse on me.

Witness my hand this the 1st day of February, A. D. 1911.

James D. Ward.