

455

## Agreement

This Agreement made and entered into this 1<sup>st</sup> day of June 1907 by and between Mamie Zimmerman, Party of First and C.W.M. Hammer, Party of Second Part  
 Part and C.W.M. Hammer's Party off Second Part  
 Acknowledges that said party of the first part for  
 and in consideration of the sum of One Hundred  
 and Fifty Dollars to her in hand paid by Dr. W.  
 Hammer, the receipt whereof is hereby confessed  
 and acknowledged doth hereby lesents said second  
 party for agricultural purposes her allotment  
 in the Creek nation being the east half of the  
 north - east quarter and Lots one and two all of  
 Section twenty - five township nineteen, north  
 Range twelve east, in the Creek Nation of the  
 Indian Territory for the time of One year  
 commencing at the date hereof.

Said second party shall have the  
 right to cut fence posts from timber on said  
 place to repair fences and may use fallen timber  
 for fuel. Said second party may also clear  
 lands for agricultural purposes that are not  
 already under cultivation. Said second party  
 shall take due care of said premises and  
 farm same so as not unreasonably to de-  
 precate the value of said premises. The first  
 party agrees to erect a proper and good fence along  
 the south line of said premises in case the road  
 is ordered opened up along the north section line.  
 It is agreed that Party guarantees to said second Party  
 the uninterrupted possession of said premises during  
 the continuance of this lease. This contract is made  
 in duplicate in testimony whereof we hereunto  
 set our hands and seal this 1<sup>st</sup> day of June 1907. Mamie Zimmerman,  
 C.W.M. Hammer seal  
 Indian Territory.

Witnessed By: First - numbered that on this day came before  
 me the undersigned, a Notary Public and Notary Territorial  
 District duly commissioned and sealing the above named  
 Mamie Zimmerman formerly Mamie Zimmerman and as aforesaid  
 to me known to be the person whose party of the first  
 mentioned party and acknowledge the execution of the foregoing  
 instrument and accept thereof for the purpose and consideration herein contained  
 and above written. Dated this 1<sup>st</sup> day of June 1907. Notary Public  
 State of Oklahoma, County of Muskogee, Precinct of Muskogee, Justice of the Peace, No. 1200, Seal No. 1200, Serial No. 1200, dated June 1907.