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This Indenture made and entered into this 2<sup>nd</sup> day of October 1906 by and between Joseph Hogner guardian of Aggie Hogner, a minor born on the 1<sup>st</sup> day of May 1898 party of the first part and O R Lewis and H. C. Walkley party of the second part

Witnesseth that in consideration of the covenants and agreements hereinafter made by the party of the second part, the said party of the first part this day and by these presents does demise let and lease to the party of the second part for agricultural purposes for a term ending December 31<sup>st</sup> 1911 the following described land in the Cherokee nation to wit. E  $\frac{1}{2}$  of the S E  $\frac{1}{4}$  of Section 23 Township 20 North Range 13 East containing 80 acres more or less.

It is covenanted and agreed that the party of the second part will pay said party of the first part as rent the sum of fifty (\$50) dollars per annum during the term of this contract, as follows Lessee is to be credited with \$192.<sup>00</sup> balance due them for improvements on said land and to pay in money \$7.<sup>00</sup> to be paid as follows: \$10.<sup>00</sup> per annum for four years on July 1<sup>st</sup> of each year and 17.<sup>00</sup> for year 1911, on July 1<sup>st</sup> of said year.

\* The said improvements shall be made on said premises within the following dates. It is covenanted and agreed that this lease shall not be assigned or the premises herein before described sublet by the lessee his heirs administrators or executors without the consent of the lessor or his successor in office

This lease is executed in triplicate and one of the originals thereof shall be held by the lessor as guardian, one by the lessee and one shall be filed with the Clerk of the Court in which are deposited the probate papers relating to the appointment of the lessor as guardian. In the event that there is a failure on behalf of the lessee to comply with any of the terms and provisions of this lease in the time & manner

\* The party of the second part, in addition to the covenants on his part hereinbefore set out to be done and performed, agrees to place improvements on said land as follows: