415

AGRICULTURAL RENTAL CONTRACT.

GEO. O. BARNARD & CO., BLANK BOOK MFRS PRINTERS, LITHOGRAPHERS ST. LOUIS

P. B. M.
P. M.
C. L.
C. D.

This Agreement, Made and entered into this the 10th day of February 190 8 by and between Joe H. Tiger, a Citizen of the Creek Nation, Indian Territory and enrolled on the C.C.N. Tribal Roll as a Creek ~~acting for original allotee.~~ Freedman, single and ~~years old,~~ married of Tulsa County ~~years old,~~ Oklahoma ~~years old,~~ ~~years old,~~ ~~years old,~~ ~~years old,~~ ~~years old,~~ ~~citizens of the Creek Nation,~~ party ~~of~~ of the first part and ~~the~~ D. H. Oglesby Party of the second part.

WITNESSETH, That for and in consideration of the covenants and agreements hereinafter made by the party of the second part, the party ~~of~~ of the first part ha~~s~~ this day and by these presents rented unto the party ~~of~~ of the second part, his executors, administrators and assigns for agricultural purposes, for the term of five years from the 10 day of February 190 8, the following described parcels of land: The North East Quarter of the north East Quarter of ~~Section~~, ~~Township~~, ~~North, Range~~, ~~East~~ Section 24, Township 19 North, Range Twelve (12) East ~~Section~~, ~~Township~~, ~~North, Range~~, ~~East~~ in Tulsa County, State of Oklahoma.

It is understood and agreed that the party of the second part will pay said party ~~of~~ of the first part a cash rental of $ 180 00 per annum during the four years of this contract beginning Jan. 1st 1909 ~~term of this contract~~, payable as follows: Cash paid this day $ 10 00 and $5 00 weekly on Saturday night each week until $40 is paid ~~payable January 1, 19~~, $ ~~July 1, 19~~

$ 50 00 payable January 1, 1909, $ ~~July 1, 19~~

$ 100 00 payable January 1, 1910, $ ~~July 1, 19~~

$ 100 00 payable January 1, 1911, $ ~~July 1, 19~~

$ 100 00 payable January 1, 1912, $ ~~July 1, 19~~

Party of second part is to have the possession and occupancy of said premises on Jan. 1st. 1909 and rent is to begin from said date and first party obligates himself to give possession on said date.

and $ 10 00 cash now paid in hand, the receipt whereof is hereby acknowledged by the party ~~of~~ of the first part.

All payments are due and payable at the ~~office of~~ Residence of party of the second part on demand in person.

The party ~~of~~ of the first part represent~~s~~ that he ha~~s~~ full authority to make such lease. That above described land is not leased to anyone else whatever, except piece leased to H. Reeder beginning Jan. 1st. 1909, and that the stipulations of this lease shall be faithfully carried out by the party ~~of~~ of the first part.

It is further agreed that the party of the second part has the exclusive privilege of cultivating said land and enclosing the same with a fence sufficient to turn hogs, cattle, horses or other stock, and by erecting improvements as may be found expedient, and shall have the right to clear away and dispose of the timber thereon, and that this lease is for agricultural purposes.

All buildings, ~~fences~~ and improvements erected upon said land shall remain the property of said party ~~of~~ of the ~~first~~ second part upon the expiration of this contract, and he shall have the right to remove same from said premises, in case party of first part is empowered to sell said land and he shall make crop issue during the term of this lease, 2nd party agrees to surrender the possession thereof at the end of the succeeding current year after all his crops and improvements are removed upon the payment to him by first party of the sum of Two Hundred Dollars.

The several representations in this contract are made by the party ~~of~~ of the first part for the purpose of obtaining the money agreed on.

IN WITNESS WHEREOF, The parties hereto have signed this contract the year and the day first above written.

Executed in the presence of the undersigned before whom it was fully explained to the lessor and acknowledged as well as understood.

D. B. Crewson
James McCann

Joe H. Tiger
Part ~~of~~ of the First Part.
D. H. Oglesby
Party of the Second Part.

~~I hereby certify that I made a careful interpretation of the above instrument, and the part of the first part acknowledged that they fully understand the same, and freely executed the same for the purposes and consideration therein set forth.~~

~~Interpreter.~~

~~UNITED STATES OF AMERICA, INDIAN TERRITORY, WESTERN JUDICIAL DISTRICT.~~ ~~This day personally appeared before me,~~

~~who, having been duly sworn, certified to the truth of the allegations made in the within contract and bound themselves on their oath to faithfully discharge the agreements made therein, and signed the same in my presence, and the interpreter having been duly sworn, made and signed the above certificate this day.~~

~~WITNESS my hand and seal this day of 190~~

~~(SEAL.)~~

~~My commission expires~~

~~Notary Public.~~

Filed for record Feb. 10 1908, at 2:30 o'clock P. M. H. C. Wackley Reg. of Deeds
~~Deputy Clerk and Ex-officio Recorder.~~

(Seal)

State of Oklahoma } ss. Before me a Notary Public in and for said County and State on this 10th day of February 1908 personally appeared Joe H. Tiger and D. H. Oglesby to me known to be the identical persons who executed the within and 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. Given under my hand and seal the day and year last above written. My commission expires July 27 1910. Priscilla Pitchford Notary Public.