

No. 500.

P. D. M.
P. M.
P. L.
C. L.
C. D.
C. I.

Phoebe B. Truesler and Frank Truesler.

To

Rental Contract.

A. W. Bradshaw,

This Indenture, made and entered into on the 31st day of December, A.D. 1904, by and between Phoebe B. Truesler and Frank Truesler of Broken Arrow Indian Territory parties of the first part, and A. W. Bradshaw of Kingfisher Indian Territory part of the second part.

Witnesseth: That the said parties of the first part for, and in consideration of the covenants of the said party of the second part, hereinafter set forth, do hereby lease unto said party of the second part, for agricultural purposes only, the following described tract of land, lying and being within the Creek Nation and within the Indian Territory, to wit: The south east quarter and the east half of the south west quarter of section two, in township number seventeen North and Range number thirteen east of the Indian Meridian and containing 240 acres, more or less, for the full term of three years and two months from date hereof. And the said party of the second part, in consideration of said premises as above set forth, covenants and agrees with the parties of the first part to pay said parties of the first part as rental for the same the sum of Nine Hundred & 00/100 Dollars (\$900.00), payable as follows, to wit: All cash in advance receipt whereof is hereby acknowledged. Said party of the second part further covenants and agrees that he will at his own expense, within three years from date hereof erect improvements thereon as follows, to wit: none. Any improvements erected during the term of this lease may be removed at the expiration of the lease.

The said party of the second part further covenants that he will at expiration of this contract deliver to parties of the first part the premises herein, together with the improvements thereon in good condition, usual wear and unavoidable accidents excepted. And for his failure to comply with the conditions of this contract as to payment of rents and improvements, this contract shall become void at option of the parties of the first part.

It is mutually agreed that the covenants herein contained shall extend to and be binding upon the heirs, executors, administrators and assigns of the parties to this contract.

In testimony Whereof, the parties have set their hands and seals the day and year first above written.

Signed in presence of

Phoebe B. Truesler

Frank Truesler

A. W. Bradshaw

United States of America, Indian Territory, Western District SS. On this 31st day of December 1904 personally appeared before me a Notary Public within and for above named District and Territory Phoebe B. Truesler and Frank Truesler to me personally known to be the parties who signed the within instrument as grantors and they acknowledged that they executed the same for the purpose and consideration therein mentioned as their free voluntary act and deed.

Witness my hand and seal as such Notary Public the year and day first above mentioned

(Seal) Western District, Ind. Ter.

J. S. Hurd,

Notary Public.

My commission expires January 13, 1907.

For Value received I hereby assign to C. W. Penwell and J. S. Best the within lease with this express condition understood and agreed upon as follows:

That if the balance due as the purchase money to the amount of \$650.00 is not paid on or before the 1st day of March 1906 then this assignment shall be forfeited and become void and the said A. W. Bradshaw shall be entitled to the possession of the same. Witness our hands this March 2nd 1906.

A. W. Bradshaw,

C. W. Penwell
J. S. Best

C. W. Penwell and J. S. Best are to have possession of these premises on the 15th of March 1905.

Filed for Record Aug 13 1906 at 1:00 P.M.

The Lorton

Deputy clerk and ex-officio Recorder