

No. 655.

P. D. 27
P. L.
C. L.
C. D.
C. I.

Chapone Halotah,

To

Timber Contract.

International Land Company.

Know all Men By These Presents: That whereas Chapone Halotah - and his citizens of Creek Nation of the Indian Territory, as party of the first part, the said Chapone Halotah having selected as allotment the following described land lying, being and situate in the Creek Nation of the Indian Territory to-wit:

NW 1/4 of NE 1/4 Sec 30 Twp 15 Range 13 as my allotment, containing in all acres, more or less, not including the amount selected as homestead, do hereby sell and convey to International Land Company of Muskogee, D. T., as party of the second part, all the timber, lying, being, standing and growing in and above described land, except the same being the allotment of Chapone Halotah No. -

The consideration of this sale is the sum of three dollars (\$3.00) in hand paid to them the receipt of which is hereby acknowledged by the party of the first part, and the further sum of one dollar (\$1.00) per thousand feet of timber by log measure used for lumber; the sum of one dollar (\$1.00) per thousand feet for timber suitable for ties; and the sum of one dollar (\$1.00) per thousand fence or fencing posts; and the sum of one dollar (\$1.00) per thousand for fencing rails; and the sum of one dollar (\$1.00) per thousand pickets for fencing; and the sum of twenty five dollars (\$25.00) for one hundred cords of wood to be cut and made out of the timber on said land as aforesaid by the said party of the second part, or its assigns.

The said party of the second part hereby covenants and binds themselves to pay to the party of the first part in person, or their executors and administrators but not to the assigns or transferees of the party of the first part, unless such transfer or assignment shall have been made by and with the written consent of the said party of the second part, or its assigns, for all of such timber so cut and used as aforesaid in installments the sum of ten dollar (\$10.00) payable as follows, on the first day of each month after said timber has been removed at the office of the International Land Co. at Muskogee, D. T., according to the measurements of the lumber, ties, posts, pickets, rails, and the ^{cost} of such ties, rails, pickets, posts and the measurement of said lumber and cord wood, and calculated at the above prices shall be made by the said party of the second part, and a true and correct account kept of the same in a well bound book kept for that purpose, which book shall during all reasonable business hours be open for examination and inspection of the party of the first part, their agents or attorneys.

The party of the second part, its agents and assigns, shall at all times have the right of ingress or egress on and over all of said land for the purpose of cutting and removing said timber, herein sold and conveyed to them, and shall also have the right to use and occupy so much of said real estate for the purpose of establishing, mills and machinery thereon for the purpose of manufacturing and sawing said timber to put it in a marketable condition.

The said party of the second part shall not be bound by anything herein to commence cutting and removing sawing or manufacturing any of said timber at any certain specified time, but they and their agents, assigns and transferees shall have the full term of 2 years from this date, in which to cut and remove from the said land the said timber or any part thereof, and any and all timber not cut and removed from the said land within the said term of said 2 years from this date, shall immediately revert to, and become the property of the party of the first part, and the party of the second part shall in no way be liable to the party of the first part for any timber on said land not cut and removed by them or their agents and assigns, within the term of 2 years.

The party of the second part shall have the right to sell all of the said timber as a whole and convey the same to the purchaser ^{or purchasers} in which event the purchaser or purchasers from the party of the second part