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W. L. Gilcrease & Lizzie Gilcrease for Elmer Gilcrease,
To

Agricultural Rental Contract.

J. C. Randolph,

This agreement, made and entered into this the 4 day of December 1905 by and between W. L. Gilcrease & Lizzie Gilcrease. Party of the First Part of Ch. Wealakee, D. T., acting for original allottee, Elmer, Gilcrease years old 3 years years old, citizens of the Creek Nation, party of the first part and the J. C. Randolph. Party of 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 the first part has this day and by these presents rented unto the party of the second part, his executors, administrators and assigns for agricultural purposes, for the term of five years from the 4 day of Dec 1905, the following described parcels of land:

S 1/4 of 40 of 32 1/4, Section 28, Township 13 North, Range 14, East

It is understood and agreed that the party of the second part will pay said party of the first part a cash rental of \$40.00 per annum during the term of this contract, payable as follows:

\$20.00 — payable January 1, 1906, \$60.00 payable January 1, 1907, \$40.00 payable January 1, 1908, \$40.00 payable January 1, 1909, \$40.00 payable Jan. 1/1910 This Contract expires December 4/1910 and if — cash now paid in hand, the receipt whereof is hereby acknowledged by the part of the first part.

All payments are due and payable at the office of W. L. Gilcrease, in Wealakee, D. T. on demand in person. The party of the first part represents that he has full authority to make such lease, that above described land is not leased to anyone else whatever and that the stipulations of this lease shall be faithfully carried out by the party 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} and 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 the first part upon the expiration of this contract.

The Party of Second Party agrees to leave a four wire fence around said land at the expiration of said contract. The party of the second part agrees not to cut or damage the pecan grove. He the party of the second part agrees to turn said grove up.

The several representations in this contract are made by the party 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.

W. L. Gilcrease

Lizzie Gilcrease

Party of the First Part

J. C. Randolph

Party of the Second Part

United States of America, Indian Territory, Western Judicial District,