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No. 943.

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S. R. Lewis, Guardian and Curator.

To

Henry C. Wallisley,

Agreement of Lease.

This Agreement, entered into this 25th of September, 1906, by and between S. R. Lewis, as Guardian and Curator of Mary E. Orage, a minor, as Lessor, and Henry C. Wallisley as Lessee. Witnesseth that the said Lessor, as such guardian and curator aforesaid, hereby lets, leases and demises to the said Lessee, his heirs and assigns, for agricultural purposes, for the term of five (5) years, beginning January 1st, 1907, and ending January 1st, 1912, the following described lands situate in the Cheyenne Nation and in the Twenty-Eighth (28th) Recording District of the Western District of the Indian Territory, to-wit: The North Half of the South West Quarter of Section Thirty-Two (32), less eleven and thirty-eight hundredths (11.38) acres thereof heretofore appropriated by and now in the use and possession of the St. Louis and San Francisco Railway Company for right of way and other railroad purposes, and the South East Quarter of the North West Quarter of the North East Quarter of Section Thirty-Two, all in Township Twenty (20) North Range Thirteen (13) East, and containing a residue of twenty-eight and sixty-two hundredths (28.62) acres, more or less, according to Government Survey. And for the consideration of Two Hundred and Fifty Dollars (\$250.00) for said term, the same to be paid by said Lessee to said Lessor in sums of Fifty Dollars (\$50.00) annually in advance on the first day of January for each and every year; and for the further consideration that the said Lessee shall, during the term of this Lease, at his own sole cost, charge and expense, furnish all necessary material and labor and erect upon said lands a box or frame house of three (3) rooms at the cost and of the value of not less than Two Hundred and Fifty Dollars (\$250.00), and enclose said lands with a good, substantial wire fence constructed of three wires fastened securely for substantial posts, and maintain in a good state of cultivation not less than Forty (40) Acres of said lands in a good state of cultivation, all of which said improvements and erections shall be and remain the property of the owner of said lands at the termination of the term of this lease.

And the said Lessee undertakes and agrees that he will pay said sums of money as and by way of rent for said lands and at the times and in the amounts above provided, that, during the said term of this lease, he will make the improvements and erections upon said lands as hereinabove stipulated, and that he will maintain not less than Forty (40) Acres of said lands in a good state of cultivation, and that, at the expiration of the said term of this lease, he will surrender up the possession of said lands to the owner thereof, together with said erections and improvements in good condition and repair.

In testimony whereof, we hereunto subscribe our names as such Lessor and Lessee on the day and year first above written.

aff'd Sep 25/06.

William R. Lawrence

Judge.

S. R. Lewis,

Lessor,

Henry C. Wallisley,

Lessee

Acknowledgment.

Western District, Indian Territory, ss.

On this 25th day of September, 1906, before the undersigned, a Notary Public, within and for the District and Territory aforesaid, duly qualified, commissioned and acting, appeared in person