



John Norfer, guardian,

To

Frank M. Du Bois, et. al.

Agricultural Lease, Creek Nation.

This Indenture made and entered into, this thirtieth day of August, 1906, by and between John Norfer, the legally constituted and appointed guardian of Millie Norfer, eight years of age, minor child of Hattie Norfer, deceased, and John Norfer, party of the first part, and Frank M. Du Bois and Lewis Du Bois, 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 the first part, as guardian of the said minor, being duly authorized in the premises, this day, and by these presents, does demise let and lease to the party of the second part, and his heirs and assigns for agricultural purposes for the term of five years from the date hereof, the following described premises situate in the Indian Territory, Creek Nation: SW 1/4 Sec 10, T. 19 N., R. 14 E., containing 160 acres more or less as the allotment of Millie Norfer, hereinafter described.

It is covenanted and agreed that the party of the second part will pay said part of the first as guardian of the said ward, \$75.00, cash, receipt of which is hereby acknowledged, and \$75.00 on January 1, 1907; \$75.00 on July 1, 1907; \$75.00 on January 1, 1908; \$75.00 on July 1, 1908; \$75.00 on Jan. 1, 1909; \$75.00 on July 1, 1909; \$75.00 on Jan. 1, 1910; \$75.00 on July 1, 1910; \$75.00 on Jan. 1, 1911.

The party of the second part in addition to the covenants on his part hereinbefore set out agrees to fence said allotment and keep the buildings thereon in repair and to break out 80 acres, and agrees to have at the expiration of this lease 80 acres broken out.

Said fencing shall be of good material and consist of three wires with posts and a gate, and of the kind usually built in this locality, about farms.

It is further agreed and covenanted by the party of the second part that this lease shall not be assigned without the consent of the Court having jurisdiction having jurisdiction of the subject matter.

This lease is executed in triplicate, and one of the originals hereof shall be held by the lessor as guardian, one by the lessee his heirs, administrators or executors or assigns, and one shall be filed with the clerk of the U.S. Court in which are deposited the probate papers relating to the appointment of the lessor as guardian.

In the event that there is a failure on the part of the lessee to comply with the terms and provisions of this lease in the time and in the manner herein specified, then all improvements erected on the premises by the said lessee shall be forfeited to the lessor, and become the property of the estate of the said minor of whom the lessor is guardian, and said lease shall in that event be forfeited to the lessor, and said lessor shall have the right to the immediate possession of said premises for said ward.

It witness whereof the parties hereto have hereunto set their hands on the date first above written.

Witnesses to signing by lessor

H. B. Talley, Tulsa, D.T.

J. L. Hamage, Tulsa, D.T.

Witnesses to signing by lessee

H. B. Talley, Tulsa, D.T.

J. L. Hamage, Tulsa, D.T.

John Norfer

Guardian

Frank M. Du Bois

Lessee

Lewis Du Bois

Lessee

Filed for Record Sept 26, 1906, at 4:30 P.M.

The Court

County Clerk and Ex-officio Recorder