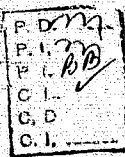


CON-ARSL

No. 1038.



J. B. Towles, guardian,

to

Rental Contract.

K. C. Bell,

This contract, made and entered into, in duplicate, this 22 day of September, A.D. 1906, by and between J. B. Towles, of Skiatook, D.T., as Guardian for Charles Towery and Anna Towery (minor children of Laura Towles) party of the first part, and K. C. Bell, of Skiatook, D.T., party of the second part:

Witness Herewith: - That for and in consideration of one dollar, cash in hand, the receipt of which is hereby acknowledged, and other valuable considerations herein after mentioned, party of the first part, does hereby lease, demise and let unto party of the second part the following described land, for the term of four years and three months, commencing on the first day of October, 1906, and terminating on the first day of January 1911.

The land referred to, consists of one hundred and ten acres, more or less according to government survey, and more definitely described, to wit: The W¹/₂ of N¹/₂ of N¹/₂ of Sec., 24, Town 22, Range 12,

" S¹/₂ of N¹/₂ of " " " 24, " 22, " 12.

" N¹/₂ of S¹/₂ of N¹/₂ of " 24, " 22 " 12.

" S¹/₂ of S¹/₂ of N¹/₂ of " 24, " 22 " 12.

" N¹/₂ of N¹/₂ of S¹/₂ of Sec., 24, " 22 " 12.

" S¹/₂ of N¹/₂ of S¹/₂ of " 24, " 22 " 12.

In consideration of all crops or rents, raised or received from the full and entire use of said land, for the above mentioned term, party of the second part, agrees for himself, his executors and assigns, to clear all timber from the said land, to grub all trees and shrubs on said land under size of 14 inches diameter and under fence, and cultivate to the best possible advantage, all land as above described, and to deliver, without further cost, twenty five thousand feet of sawed, native lumber, cut from said lands, to a spot, located on the east side of Bird Creek, at a convenient place, far enough from creek, to insure safety from floods, to party of first part, such lumber to be of as good quality as any sawed from said native timber.

It is further agreed and specified by this contract, that party of the second part, is to have full access to all timber growing on said land, and to receive all and the entire amount for his own use, for what ever purpose he chooses, the full amount of such timber and lumber as is, or may be thrown said land, except as above provided, it being understood, that the above mentioned twenty five thousand feet, is to be cut and delivered as the work progresses in amount as party of first part may need.

Party of second part, agrees to clear, and plant in crops, at least one half of the un-cleared portion of said land, which consists of about 80 acres, the first year of this term of lease, the balance to be cleared and in cultivation, the second year of this lease.

Party of second part, agrees to leave, at the expiration of this lease, all fences and other permanent improvements placed upon said land, except such machinery, shedding and fixtures as is necessary in carrying on and accomplishing the work of cutting, clearing, and sawing and removing such timber and lumber as is thrown said land as is contemplated by this contract.

A non-compliance with any of the above stipulations, by either of the parties, hereunto, works a forfeiture of this contract; and any damages sustained by either party thereby, is chargeable against the other, in proportion to actual damages caused.

In witness, whereof, all parties have hereunto signed their names, this day and date above written.