

No. 1167

 D.M.
 P.L.
 G.L.
 C.V.
 C.I.

Albert G. Mayfield

To

Agricultural Leases.

Charles Varney, et al

This agreement, made and entered into at Caddo, Western District, Indian Territory, on this the 29th day of August, A.D. 1907, by and between Albert G. Mayfield, of said Territory and District and Charles Varney and Hiram H. Johnston, of Caddo, Indian Territory, parties of the second part,

Witnesseth: That for and in consideration of the payment by the parties of the second part to the party of the first part of Eight Hundred Dollars (\$800.00) cash in hand, receipt of which is hereby acknowledged by the party of the first part, the said party of the first part has ceded, leased and demise to the parties of the second part and sole hereafter, lease and demise to said parties of the second part, their executors, administrators and assigns, for agricultural purposes, for the term of years (4) years from and after the 29th day of August, A.D. 1907, the following described tract of land, situated in the Western District of Indian Territory, Cherokee Nation, To-wit: The North one-half (1/2) of the North East Quarter of section Eight (8) Township Twenty (20) Range Thirteen (13) East, containing eighty (80) acres more or less, the same being the allotment of the Party of the first part in the said Cherokee Nation, exclusive of ten acres situated in the eastern part of the Cherokee Nation.

The party of the first part represents that he has full authority to make such lease, that the above described land is not leased to any one else whatever for the term of this lease, that the stipulations of this lease shall be faithfully carried out by the party of the first part.

It is further agreed that this lease is for agricultural purposes and that the parties of the second part shall have the exclusive privilege of cultivating said land for said term.

It is further agreed that the parties of the second part shall have the right to sell, assign or sublet all of their rights under this lease and said purchaser, assignee or sub-tenant shall be bound by the terms of this lease.

The several representations in this contract are made by the party of the first part for the purpose of obtaining the money above mentioned.

In Witness Whereof, the parties hereto have signed this contract the year and day first above written.