

UNPREPARED

No. 7181.

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Commercial Land Company

Perpetual Leaseth.

W. O. Smith,

This indenture of lease, small and entered into this 31st day of October, 1907, by and between the Commercial Land Company, corporation organized under the laws of the United States in force in the Indian Territory, of Muskogee, Oklahoma, hereinafter known as the party of the first part, and W. O. Smith of Broken Arrow, Oklahoma, hereinafter known as the party of the second part.

Witnesseth; that the party of the first part hereby covenies, lets and leases to the party of the second part, for the term of one year, from the first day of January, 1908, the following described parcel of land which is situated in the Creek Nation of the Indian Territory, to-wit: The S. E. 1/4 of Section 24, Township 18, north, Range 13, east, containing 160 acres, more or less, being the allotment of James O. Bishop deceased.

It is agreed by and between the parties hereto that the party of the second part herein is to farm the above described land to the fullest possible extent and the party of the second part further agrees and binds himself to furnish all labor, teams, tools, supplies, seeds, etc.,

It is further agreed and understood by the parties to this agreement that the party of the second part shall pay to the party of the first part, as rental, two hundred and nine dollars (\$209.); said amount to be paid to the party of the first part in monies due first 1908,

It is also agreed and understood by and between the parties hereto that the party of the second part, is to receive all of the crops on any and all new land covered by this contract as well as the crop on any and all land in a state of cultivation during the life of this agreement. It is hereby agreed and understood that the party of the second part shall keep all buildings, fences, windmills, etc., in good repair and maintain possession of the premises herein described at the expense of the party of the first part, in good repair and without notice.

The party of the second part further covenies with the party of the first part to work said land in a good and workmanlike manner and in case the party of the second part, the party of the first part shall have the privilege of putting teams and men on the premises to cultivate said work, and the expense of said teams and men is to be charged to the party of the second part, and taxes and of the portion of the improved lands are mutually understood and agreed by and between the parties hereto that the party of the first part will have all oil and crop raised on