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This indenture made and entered into this 15<sup>th</sup> day of October 1907 between John P. Durand party of the first part and Malissa Burgess party of the second part witnesses that said first party for and in consideration herein after mentioned upon the part of the second party has this day sold transferred and assigned and by these presents does hereby sell transfer and assign all his right title and interest into and in one certain lease upon the more or less  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$  - - - - - of Section 17, Township 18 north Range 14 east and known as the Malissa Burgess Homestead to the said second party with the following reservation of all that portion of the said forty acres which has been in cultivation, the said fence on said quarter belonging to the one Charlie Durand and William Green are to remain as they now are till the expiration of this lease and at the said time the said first party has the right to remove the said fence back over the line between the lands of the said first party and the said homestead.

It is understood that said second party for and consideration of the said release above agrees to permit the said first party to graze on the said grass land on said forty acres above described four <sup>head</sup> of horses and two cows. In witness whereof we have hereunto set our hands the day and year first above written  
 United States of America J. P. Durand.

Indian Territory Be it remembered that on this day Western District personally appeared before me, a Notary Public in and for the district and territory aforesaid John P. Durand well known to me to be the party herein and stated that he had executed the above and foregoing contract or release and reservation for the purposes and consideration therein mentioned and set forth.

W. P. Fraker

Notary Public

Sed  
 Filed Oct 19<sup>th</sup> 1907 at 3 P.M. Chas Lorton  
 Dep'tt & Ex officio Recorder