

PREPARED

No. 1426

Agriculture
Lease
541

R. W. Lynch, guardian }

do }

Lessor

Wm. P. Hall.

D. 22
P. 1 22
C. L.
C. D.
C. I.

This instrument, made and entered into this 7th day of November, A.D. 1906, by and between R. W. Lynch, guardian of black Lloyd Winton, for and in behalf of his said minor ward, party of the first part, and W. P. Hall, a resident of Tulsa, Indian Territory, party of the second part;

Witnesseth: That the party of the first part, who is a resident of Tulsa, Indian Territory, is the legally constituted and appointed guardian of the estate of black Lloyd Winton, a minor child of Lloyd Winton, deceased, and Lloyd Winton, of the age of five years, acting for and on behalf of his said minor ward; that on or about the 12th day of May 1903, application was made to the Commissioners to the Five Civilized Tribes to have selected and allotted and set aside as his proportionate share of the lands of the Cherokee Nation, the following tract or parcels of land, to-wit:

The West Half (1/2) of the Northeast Quarter (1/4) of Section Twelve (12), Township Twenty (20) North, Range Twelve (12) East, according to the United States Survey of the Cherokee Nation, Indian Territory, which said application, the Commissioners to the Five Civilized Tribes approved, at the Land Office for the Cherokee Nation, at Tahlequah, Indian Territory, allowed and granted, and did set aside and allot to the said minor the above described land as his allotment.

That the party of the first part, for and in consideration of the covenants, stipulations, and agreements hereinafter made by the party of the second part to be performed and observed by him, hereby and by these presents, does demise, let and lease unto the said party of the second part, his representatives, heirs and assigns, for a period of five years from and after the first day of January, A.D. 1907, the West Half (1/2) of the Northeast Quarter (1/4) of Section Twelve (12), Township Twenty (20) North, Range Twelve (12) East, according to the United States Survey of the Cherokee Nation as a parcel of agricultural land for use only.

That the party of the second part, for and in consideration of the use and occupation of the above described tract or parcel of land, hereby and by these presents, promises, covenants and agrees to pay as rentals for the said land as aforesaid, the sum of seventy seven and 50/100 dollars (\$77.50) per annum, payable as follows:

Seventy seven and 50/100 dollars (\$77.50) on the first day of November, A.D. 1907, and seventy seven and 50/100 dollars (\$77.50) on the first day of November of each and every succeeding year thereafter during the full term of this lease, it is expressly understood and agreed by and between the parties hereto that the said annual payments of seventy seven and 50/100 dollars (\$77.50) are the annual rentals in full for each and every year in which such payments become due and payable; and that the said annual payments of seventy seven and 50/100 dollars (\$77.50) hereby provided are in lieu of fifty percent (50%) of the annual payments of One Hundred and Fifty-five dollars (\$155.00) as provided in a certain indenture of lease entered into on the 20th day of May 1903, by and between Lloyd Winton, deceased, as party of the first part, and W. P. Hall and L. L. Hall, as parties of the second part; and that after the first day of January 1907, the sum of seventy seven and 50/100 dollars (\$77.50) shall be paid and accepted in full for annual payments accruing under the said contract of May 20th, 1903, during the remainder of the term of said contract.

The party of the second part further promises and agrees to build, erect and construct upon the said premises during the term of this lease as aforesaid, one good and substantial two roomed house of pine lumber, having a shingle roof and three doors and four windows; to dig one well for water, and to build and erect such barns or cubs as may be necessary to contain such products as are usually stored on such farms, and to enclose said premises or such part thereof as may not already be enclosed, by a fence made of oak posts placed one and a half feet apart and three barbed wires, and to put all available land thereon in a good state of cultivation. It is further stipulated and agreed by and between the parties hereto that all improvements herein provided or placed on said premises in pursuance of this lease shall be paid for by the party of the