

first part out of the stipulated units herein at the actual cost of said improvements, which said improvements shall become the property of the owner of the said land. That the actual cost and value of said improvements shall be determined by three disinterested parties, who shall view the same and pass upon the cost and value thereof, in case the parties hereto are unable to agree upon the cost and value of such improvements. That one party shall be selected by the party of the first part and one by the party of the second part, and the two parties thus selected shall select the third, who shall determine the value of said improvements and report the same in writing signed by a majority of the parties so selected.

It is further covenanted and agreed that the party of the second part shall have the undisturbed possession and the freeable enjoyment of said described tract of land during the full term of this lease.

It is further covenanted and agreed that the party of the second part shall farm and cultivate said tract or parcel of land in a good and husbandlike manner, and return the same to the party of the first part or any legally appointed and qualified guardian of said minor, upon the determination of this lease, January 1st, A.D. 1902.

It is further covenanted and agreed that there shall be deducted from the annual rentals herein stipulated the sum of One Dollar (\$1.00) per acre for six acres, more or less to be determined by the parties hereto, included in the Railroad right-of-way running through said premises.

In Testimony Whereof, we hereunto subscribe our names in triplicate, this 2th day of November, A.D. 1906.

Witness: O. P. Jones.

R. W. Lynch.

Samuel C. Davis.

Party of the First Part.

Witness:

W. P. Jones

W. P. Hall

Samuel C. Davis.

Party of the Second Part.

United States of America, Western District, Indian Territory, ss.

Be It Known, that on this 2th day of November, A.D. 1906, personally appeared before me, a Notary Public within and for the Western District of the Indian Territory, duly commissioned and acting as such, R. W. Lynch, guardian of Elsie Loyd Winton, to me well known to be the person named as lessor in the foregoing instrument, and acknowledged that he executed the same as his free voluntary act and deed, and for the purposes and considerations therein mentioned and set forth.

Witness my hand and seal as such Notary Public the day and year first above written.

(Seal) Western Judicial District, Tulsa, Ind. Ter.

Samuel C. Davis.

My commission expires, March 29th, A.D. 1910.

Notary Public.

United States of America, Western District, ss.

Be It Known, that on this 7th day of November, A.D. 1906, personally appeared before me, a Notary Public within and for the Western District, Indian Territory, duly commissioned and acting as such, W. P. Hall to me well known to be the person named as lessee in the foregoing instrument and acknowledged that he executed the same as his free voluntary act and deed, and for the purposes and considerations therein mentioned and set forth.

Witness my hand and seal as such Notary Public the day and year first above written.

(Seal) Western Judicial District, Tulsa, Ind. Ter.

Samuel C. Davis.

My commission expires, March 29th A.D. 1910.

Notary Public.

Filed for Record Nov. 10, 1906, at 3:30 P.M.

Oliver Lorton

Deputy Clerk & Ex-officio Recorder.