

COMPARED

No. 1595

P. D. M.
P. L.
C. L.
C. D.
C. I.

Tyler Burgess,

So

H. M. Smalley,

Rental Contract.

This Indenture of Lease, Made and entered into this 26th day of July, A.D. 1906 by and between Tyler Burgess of Broken Arrow, Indian Territory, party of the first part and H. M. Smalley of Broken Arrow, Indian Territory, party of the second part, Witnesseth:

That the party of the first part hereby demises and lets unto the party of the second part, for a period of one year from the 1st day of January, 1907, the following described premises, to-wit:

The East half of the Northeast quarter of Section 32, Township 18 North Range 14 East, Creek Nation, I. T.

2nd party is to pay 1st party a rental of \$1.00 each for 40 acres of the above described and one third of the corner of said on the other 40 acres as rental for same. 2nd party is to furnish pasturage to 1st party for his stock on the land west of the premises above described.

Said land is leased and is to be used for agricultural purposes for which the party of the second part agrees to pay to the party of the first part, the sum of one hundred dollars, for the full term covered by this lease, payable as follows:

The sum of Fifty Dollars, cash in hand, the receipt of which is hereby acknowledged and Fifty dollars on Nov. 1st, 1907.

It is further agreed that the party of the second part will, at the expiration of the term covered by this lease, surrender possession of the above described premises to the party of the first part in as good condition as when received, ordinary wear and tear and the acts of God excepted.

In Witness Whereof, the parties hereto have hereunto set their hands this 26th day of July, A.D. 1906,

Tyler Burgess.

Party of the first part,

H. M. Smalley.

Party of the second part.

United States of America, Indian Territory, Western Judicial District, SS.

Be It Remembered, that on this day came before me the undersigned, a Notary Public within and for the Western Judicial District of the Indian Territory, of and duly commissioned and acting as such Tyler Burgess to me personally well known as the person whose name appears in the within and foregoing lease, as the lessor, and states that he had executed the same for the consideration and purposes therein mentioned and set forth and I do hereby so certify.

Witness, my hand and seal as such Notary Public, on this the 26th day of July, 1906.

(Seal) Western Dist. I. T.

Arthur Farmer.

Notary Public.

My commission expires Jan. 19, 1909.

Filed for Record Nov. 24, 1906, at 1⁰⁰ P. M.

Chas. Lorton

Deputy Clerk & ex-officio Recorder.