

COMPARED

No. 1600.

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

H. C. Perryman,
To

Rental Contract.

J. W. Samplee,

This contract, made and entered into this 22nd day of Nov. 1906, by H. C. Perryman, party of the first part and J. W. Samplee, party of the second part, Witnesseth: that for and in consideration of the covenants and agreements herein after made, the party of the first part does demise, lease and let to the party of the second part, his heirs and assigns for agricultural purposes for a term of 5 years from date hereof, the following lands in the Creek Nation, Indian Territory.

The N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ and Lot 4, in Section 30, and the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 32, all in Township 19, North, Range 13, East.

If, however, the Lessor shall desire to use and occupy the said parcels of land himself, he may declare this lease not in force at the end of the 3rd year, by giving Lessee 30 days notice of his intention to do so.

As rental for the above land, Lessee agrees to deliver to Lessor in the town of Tulsa, Okla. one third of all crops raised upon that part thereof which is in cultivation (except the fruit, which is to be divided equally).

Lessee is to have the crops he may raise upon the land which he breaks out and puts into cultivation during the first 3 years of this lease; If this lease is allowed to continue for the full period of 5 years then Lessee is to pay to Lessor the same rental as for other cultivated land, for the remaining 2 years.

The following improvements are to be made upon the above lands by the Lessee, and the same to be and remain on said land as the property of the Lessor at the termination of this lease:

The fences on what is known as the "Homestead fence," are to be set on the lines. The barrow-shingled (Lessor to furnish the shingles); a picket fence built around the door yard; also to paint and paper the house and replace the flooring where needed. Lessor also agrees to cut out all dead trees from the orchard and replace the same with new ones (Lessor furnishing the trees) and to care for said orchard in proper manner. Lessee agrees that he will not pasture any part of said land at unreasonable times, and that he will not allow stock to trample said ground so as to injure the same.

In Witness whereof the parties hereto have this day set their hands in duplicate, at the City of Tulsa, Indian Territory.

H. C. Perryman

J. W. Samplee

United States of America, Western District, Indian Territory, ss. On this 23 day of November 1906 personally appeared before me, a Notary Public within and for the above district and territory, H. C. Perryman and J. W. Samplee the Lessor and Lessee in the within Lease, to me personally known to be the parties named, and each acknowledged that he had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and Notarial Seal, this 23 day of November, 1906.

(Seal) Western District, Indian Territory.

My commission expires June 23rd 1909.

Chas. Haley,

Notary Public

Filed for Record Nov. 24, 1906, at 2¹⁵ P.M.

Attest

Deputy Clerk & Ex-Officio Recorder.