

who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therin set forth.

Witness my hand and notarial seal the day and year last above written.

SEAL.

My commission expires Aug 27 1911.

W.F. Moffatt  
Notary Public  
Muskegee Okla.

Filed for record Jul 27 1908 at 8 A.M. H.C. Walkley Reg of Deeds, (SEAL)

\*\*\*\*\*  
COMPARED

-----: Agricultural Lease :-----

This indenture of lease, Made and entered into this 17 day of October 1907, by and between Beulah Brown Foster, party of the first part, and Knox M Rowe, party of the second part, Witnesseth :-

That party of the first part for and in consideration of the sum of (\$ 1.00) One dollar in hand paid the receipt of which is hereby acknowledged, and the covenants and agreements herein after set forth, hereby demise and let to the party of the second part, the following described premises, to-wit :

The southwest quarter of the southeast quarter of section (21) Twenty One Township (19) Nineteen North range (14) Fourteen East, and the Northwest quarter of the southeast quarter of section (21) Twenty One, Township (19) Nineteen, North Range (14) ~~Fourteen~~ Fourteen, East, the same being eighty acres more or less and all in Creek Nation Indian Territory.

The said party of the second part covenants and agrees that he will at his own expense, place on said leased premises a box house of not less than two rooms, 14 X 14 each, the same to be built on the S W 1/4 of the S E 1/4 of Section Twenty One (21) Township Nineteen (19) N and Range Fourteen (14) east, the same to be covered with shingles, shingle-fashion Second party also agrees to build a crib 10 X 12 feet, a barn for at least two horses, dig a well to be not less than thirty (30) feet deep unless water be sooner obtained, surround the said land with a hog proof fence, with two barbed wire strands at top, and put at lease Forty (40) acres in cultivation. The box house, crib and barn are to be placed on said premises during the first year of this contract, party of the first part agrees to give party of the second part at least two years in which to complete this contract?

To have and to hold the same unto the party of the second part from the first day of January 1908, to the first day of January 1913, unless sooner terminated by the covenants and agreements herein mentioned and set forth.

It is further agreed by and between the parties hereto, that all improvements placed on said land shall become the property of the party of the first <sup>part</sup> at the expiration of this lease, provided, however, that party of the second part shall have the right to remove all of said improvements in the event he shall be deprived of the use of said ~~premises~~ premises before the expiration of the term of this lease and said second party being in no way negligent in carrying out the covenants herein mentioned and set forth; and provided, further, that if second party does not make the improvements herein mentioned and set forth at the end of the second year, that he shall at the instance and request of first party, vacate the herein described premises and shall forfeit the improvements made thereon to said first party.