

COMPARED

-----: AGRICULTURAL LEASE:-----

This agreement made and entered into on this the 3rd day of August 1908 by and between Tuckabache a full blood creek Indian party of the first part, and M Follett Smith, party of the second part, WITNESSETH:

That for and in consideration of the covenants and agreements herein after made by the party of the second part, the said first party has this day and by these presents does rent unto the party of the second part, his executors, administrators and assigns for agricultural purposes, for a period of five (5) years from the 3rd day of August 1908 the following described track of land, to-wit:

Beginning at a point in the Section^{line} Thirty Two (32) rods south of the Northeast corner of the southeast quarter of section thirteen (13) Township Nineteen (19) North and Range Twelve (12) E thence west fifty rods (50) Rods, thence South one hundred and twenty eight rods (128) rods to the section line; thence East fifty rods to the southeast corner of said section Thirteen (13); thence North along said section line one hundred and twenty eight (128) rods to the place of beginning and containing a tract of land 128 rods long by 50 rods wide and containing forty acres and all being in section Thirteen (13) Township Nineteen (19) North and Range Twelve (12) East. Tulsa Co., ^{Okla} according to U.S. Survey.

It is understood and agreed that the party of the second part shall pay said party of the first part, cash rental for the use of said land which shall be paid as follows:

Rent for 1908 \$80.00 Payable monthly

Rent for 1909 \$ 120.00 payable monthly

Rent for 1910 \$ 120.00 payable monthly

Rent for 1911 \$ 200.00 payable monthly

Rent for 1912 \$ 200.00 payable monthly

Said first party acknowledges receipt of first payment of \$ 6.67⁰⁰ This day paid. In case lessor die during term of this contract said rent shall be paid to Martha Sevier, who shall divide same equally with herself, Thomas Cooney and Jennie Hickory.

All payments shall be due and payable on the dates mentioned at Smith's store in the Bellview Addition to Tulsa, Oklahoma.

The party of the first part represents that he has not leased said property to any one else and that said second party his heirs administrators and assigns shall have the right to clear up and cultivate said land and shall have the right to remove any crops or anything planted by him at the expiration of this lease.

The said second party agrees to keep the fences in repair and not to allow any stock to bother said first party during the term of this lease.

Said second party shall have the wood and timber cleared from said premises and agrees to build a sufficient fence around said land as soon as it becomes necessary.

IN WITNESS WHEREOF the parties to this contract have set their hands and seals this 3rd day of August 1908.

Witness to mark
A.T. Hodge
Mae Abdo

his
Tuckabache X Ist Party
mark
M Follett Smith 2nd Party