

second part his successors or assigns, to the party of the first part, his heirs or assigns said party of the second part his successors or assigns shall have the right to surrender this grant for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine and this grant become absolutely null and void.

*Witness following signature and seals*  
Approved Aug 10 1908 W.T. Drake County Judge . Ben Brown Seal  
Guardian of Jane Brown .

ACKNOWLEDGEMENT .

State of Oklahoma )  
Wagoner County . ) SS

Before me, a Notary Public in and for said County and State on this 10th day of August 1908 personally appeared Ben Brown as legal guardian of Jane Brown a minor to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth .

Witness my hand and seal as such Notary Public on the day last above mentioned

SEAL. My commission expires 3/17 09 W.O. Rittenhouse Notary Public  
Filed for record Aug 11 1908 at 2:00 P.M. H.C. Walkley Reg of Deeds . (SEAL)

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COMPARED  
;::: ORIGINAL:::;

-----: RENTAL CONTRACT :-----

THIS AGREEMENT : Made and entered into this 3rd day of Jan 1905 by and between R.H. Moore of Collinsville Ind Terr party of the first part, and G.W. Martindale of Collinsville, Ind Terr party of the second part.

WITNESSETH: That for and in consideration of the covenants and agreements *hereinafter* made the party of the first part has let, leased and demised and does by these presents let, lease and demise unto the party of the second part, for agricultural purposes for the term of Five years from and after the first day of January 1905, the following described tracts of land lying in the Cherokee Nation Indian Territory :

The E 1/2 of the SW 1/4 Section 33 Township 22 North Range 13 East . and the E/2 of the SW 1/4 of the Sw/4 Section 33 Township 22 North Range 13 East and containing One Hundred acres more or less .

The said party of the second part for the use of the said land, agrees to pay to the party of the first part, as rent Seventy and 00/100 Dollars per annum during the term of this contract, payable as follows : Seventy Dollars Cash in hand , the receipt of which is hereby acknowledged, the party of the second part gives his notes for the balance payable as follows : To-wit : Seventy Dollars Due Jan 1st 1906 and seventy dollars due Jan 1st 1907 and Seventy Dollars due Jan 1<sup>st</sup> 1908, and seventy Dollars due Jan 1<sup>st</sup> 1909, providing certain improvements is put on said above described land as hereinafter provided for by the party of the first part .

It is further agreed by the parties hereto that in event the party of second part makes any improvements on said land the party of the first is to allow him to remove said improvements from the land or pay him for said improvements .