

COMPARED

THIS INDENTURE, MADE and entered into this 15th, day of December, 1906, by and between Isiah Steele, the legal constituted and appointed guardian of of Willie Steele, three years of age, minor child of Isiah Steele and Nancy Steele, party of the first part, and William Best, party of the second part,

WITNESSETH: That for and in consideration of the covenants and agreements hereinafter made by the said party of the second part, the party of the first part, as guardian of said minor being duly authorized in the premises, this day and by these presents, does demise, ^{let and} lease ~~and~~ set to the party of the second part, and his heirs for agricultural purposes for the term of five years from the 15th, day of December 1906, the following described land to wit:

The E $\frac{1}{2}$ of SW $\frac{1}{4}$, and SW $\frac{1}{4}$ of SW $\frac{1}{4}$ and the ^{now} ~~part~~ of the SW $\frac{1}{4}$ all in Sec. 23, Tp. 19 North, Range 11 East of Indian Meridian, Creek Nation, Ind. Ter.

It is covenanted and agreed that the party of the second part will pay said party of the first part, as the legal guardian of said ward, the sum of \$150.00, during the term of this contract, payable as follows: \$25.00 January 1st, 1909; \$25.00 December 1st, 1909; \$25.00 January 1st, 1910; \$25.00 December 1st, 1910; \$25.00 January 1st, 1911; \$25.00 December 1st, 1911.

The said party of the second part in addition to the covenants heretofore made, hereby agrees to enclose ~~said~~ above described lands with a substantial three wire fence, post sixteen feet apart, partition fences to be of same material and character, except that lessee may ^{on} put ~~in~~ two wires instead of three; all material used must be of the best grade, and fences must be kept in good state of repair during the term of this contract.

Said party of the second part further agrees to put all of said above described land in capable of cultivation, in a good state of cultivation during the term of this contract.

It is covenanted and agreed that this lease shall not be assigned or sublet by the lessee or his heirs, administrators or executors, without the consent of the lessor, or his successors in office, nor without the approval of the U. S. Court wherein land is situated.

This lease is executed in triplicate, and one of the originals thereof shall be held by the lessor as guardian, one by the lessee, and one shall be filed with the papers in the case with the Clerk of the Court in Probate herein.

In the event ^{that} there is a failure on behalf of the lessee to comply with any of the terms ^{provisions} and conditions of this lease in the time and manner therein specified therein, then all improvements erected upon the premises by said lessee shall be forfeited to the lessor, and become the property of the estate of the said ward of whom the lessor is the guardian/ and said lease ~~shall~~ in that event ^{be} forfeited and the lessor shall have the right to immediate possession of said premises.

IN WITNESS WHEREOF, the parties hereto have hereun to set their hands, on the date first above written.

Isiah Steele

Guard. of Willie Steele, minor, Lessor.

William Best, Lessee.

UNITED STATES OF AMERICA: WESTERN DISTRICT: I. T. (SS.

BE IT REMEMBERED, That on this day personally appeared before me, a Notary Public within and for the Western District in the Indian Territory, ^{for and} duly commissioned and acting as such, Isiah Steele and William Best, to me personally well known, and known to me to be the parties who signed the foregoing lease as lessor and lessee, respectively, and each acknowledged, for himself, that he had executed said lease for the purposes and consideration therein mentioned and set forth, as his free and voluntary act and deed.

IN TESTIMONY