

RENTAL CONTRACT.

THIS AGREEMENT, Made and entered into this 19th, day of Sept., A. D., 1904, by and between Taylor Rowe, of Locust Grove, Indian Territory, a minor, party of the first part, and John H. Middleton, of Collinsville, Ind Terr., party of the second part:

WITNESSETH: That Whe reas, The party of the first part, has selected the following described parcels of land, and by the Commission to the Five Civilized Tribes duly set apart and allotted to said Taylor Rowe, to wit:

The E/2 of the NE/4 of Section 36, Township 22 North, Range 13 East of the Indian Meridian and containing 80 acres, more or less.

Now, Therefore, the above named party of the first part, in consideration of the sum of Twenty and 00/100 (and all improvements) Dollars, to t'e party of the first part in hand paid, the receipt of which is hereby acknowledged, and in consideration of the stipulations and conditions hereinafter contained, does hereby rent, lease, demise and let unto the party of the second part, its successors and assigns, the above described lands for agricultural purposes to have and to hold the same for a period of five years, to be computed from the First day of January, A. D., 1905.

It is further agreed and understood between the parties hereto that the party of the first part shall place the party of the second part in peaceⁱⁿable possession of the land above described, and then, the party of the off the ^{second} first part shall put 40 acres of said land in a state of cultivation, and that the land above described may be sub-let or subleased by the party of the second part, without the consent of the party of the first part, provided always, that the party o f the sec nd part shall be liable for the full compliance with the terms of this contract; that no changes in the terms of this contract shall be binding on either parties unless reduced in writing and signed by the parties, and this contract and its stipulations shall be binding upon the heirs, successors and assigns and legal representatives of the parties hereto.

It is further agreed by the parties hereto, that before the expiration of this lease, the party of the second part shall make, or cause to be made, or constructed on the above described land the following described improvements, and no more, namely:
Enclose the premises with a good two wire fence, which shall be and remain peemanently on said land, and become the property of the owner of the land, as a part of the consideration for this lease; provided, that if said party of the second part shall make, or cause to be made, any improvements other than specified, on said premises, they are to have the right to remove the same from said premises at the expiration of said lease.

IN WITNESS WHEREOF, the parties hereto have signed this contract in the day and year first above written.

Executed in the Presence of.

Thomas D. Taylor, P.O. Collinsville, I. T.

Blue Murphy, P.O. Chouteau, I. T.

Taylor Rowe (SEAL)

John H. Middleton (SEAL)

UNITED STATES OF AMERICA,)
INDIAN TERRITORY) SS.
NORTHERN DISTRICT.)

BE IT REMEMBERED, That o/n this 19th, day of September, 1904, personally appeared before me, the undersigned, a Notary Public, within and for the Territory and District aforesaid, Taylor Rowe, of Locust Grove, Ind . Terr. & John H. Middleton, of Collinsville, IND. Terr., who is to me known as the parties to the foregoing and hereto attached instrument, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth, as their free and voluntary act and deed, and I do hereby so certify.

WITNESS my hand and seal as such Notary public, the day and year, ^{first} ~~last~~ above written.
(SEAL) My commission expires August 31st, 1908. Thomas D. Taylor, Notary Public
~~Filed for record~~