

## ASSIGNMENT OF LEASE.

KNOW ALL MEN BY THESE PRESENTS, That John H. Middleton, of Collinsville, Ind. Terr., for and in consideration of the sum of Ninety Two and 00/100 Dollars, the receipt of which is hereby acknowledged, have this 15th, day of June, A. D., 1905, transferred, conveyed and sold all interest in this lease, with the express understanding that the said M. Burgan, the assignee of this lease assume all obligations and requirements set apart in this lease, as binding upon John H. Middleton.

WITNESSES: -----

John H. Middleton

M. Burgan

Subscribed and sworn to before me this , the 15th, day of June 1905.

Arthur E. Leap,

(SEAL) My commission expires Apr. 1909.

Notary Public

Filed for record Nov. 17th, 1908, at 3 P. M.

H. C. Walkley, Register of Deeds (SEAL)

## RENTAL CONTRACT.

THIS AGREEMENT, Made and entered into this 7th, day of Oct. A. D., 1904, by and between Nellie Rowe, of Chouteau, party of the first part, and John H. Middleton, of Collinsville, Ind. Terr. party of the second part,

WITNESSETH, That whereas, the said 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 Nellie Rowe, to Wit:

The West Half of the North East Quarter 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 <sup>the</sup> ~~the~~ sum of one Hundred and all the improvements Dollars, to the 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 <sup>peaceful</sup> possession of the land above described, and then, the party of the second part shall put 40 acres of said land in a state of cultivation, and that the land above described may be sub-let or sub-leased by the party of the second part, without the consent of the party of the first part, provided always, that the party of the second 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 party hereto 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 lands the following described improvements, and no more, namely: Enclose the premises with a good two wire fence, which shall remain permanently 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 the