

Rental Contract

This Contract made and entered into this 2nd day of January A.D. 1909, by and between Huckleberry Smith, Sallisaw, Okla., 2 years old and a citizen of the Cherokee Nation party of the first part, and Cyrus S. Avery, party of the second part.

Witnesseth: That for and in consideration of the covenants and agreements hereinafter made by the party of the second part the party of the first part this day and by these presents do demise and let to the party of the second part his heirs and assigns for agricultural purposes for the term of five years from the 1st day of January A.D. 1909, the following described parcels of land.

$\frac{1}{4}$ of $\frac{1}{4}$ of Section 31 Township 20 N. Range 14 E.
 $\frac{1}{4}$ of $\frac{1}{4}$ of Section 31 Township 20 N. Range 14 E.

It is understood and agreed that the party of the second part shall pay to the party of the first part a rental of \$50.00 per annum during the term of this contract, payable as follows:

\$25.00 Cash in hand, receipt of which is hereby acknowledged and \$25.00 on the first day of July and January of each year during the life of this contract.

It is further understood and agreed that the party of the second part shall build, construct and erect on said premises the following improvements which shall become the property of the party of the first part at the termination of this contract to wit: Party of the second part agrees that at least 35 acres of the above described land will be in cultivation at the end of the five years and fences to be on at least three sides of the land, the receipt of \$25.00 is hereby acknowledged.

It is further agreed that all such improvements made for farming and grazing purposes aforesaid shall remain and be the property of the party of the second part, and should the party of the second part be deprived of the use of said land or any part thereof, before the expiration of this contract then and in either event he shall have the privilege of removing said structures and improvements or disposing of them as he may see fit, but if he shall be permitted to have the use of the premises for the full period, provided herein and this contract shall have been fully completed in conformity with the terms herein expressed, then said structures and other improvements shall be turned over and delivered to the party of the first part in good condition and repair less ordinary wear and tear.

It is further agreed that this contract and its stipulations shall be binding upon our respective heirs and legal representatives.

In Witness Whereof. The parties have signed this Contract