

of the lumber to be used therein not to exceed the sum of \$250.00 and that the said lessee, together with the guardian, shall perform the labor necessary to build the same; that the same is reasonable and fair and to the best interest of said wards,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY the court that the construction of said barn be authorized and that the said lessee pay for the lumber used therein; that he be authorized to deduct from future payments the total amount of money so expended, submitting proper receipts to the guardian showing payment of all such sums, in no event to exceed the sum of \$250.00, ( Scroll seal) John P. Boyd County Judge,

I, Hal Turner, Court Clerk, for Tulsa County, Oklahoma, hereby certify that the foregoing is a true correct and full copy of the Instrument herewith set out as appears of record in the County Court of Tulsa County, Oklahoma, this 30th day of April, 1924,

By E. A. Waterfield Deputy,

Hal Turner Court Clerk,

Filed for record in Tulsa, Tulsa County, Oklahoma, April, 30- 1924 at 10:40 O'Clock A. M., and recorded in Book 484, Page 350.

By - Brady Brown Deputy,

(seal)

O. G. Weaver County Clerk,

----- COMPARED -----

#256981 EC

RENTAL CONTRACT;

THIS CONTRACT AND AGREEMENT MADE and entered into this the 29th day of April 1924 by and between J. Q. A. Smith Guardian of Elizabeth Smith, Onis Mae Smith, and Robert Owen Smith, minors, of Tulsa County, Oklahoma, as party of the first part and W. J. C. Roberts, of Tulsa County, Oklahoma, as party of the second part,

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WITNESSETH; That for and in consideration of the covenants and agreements hereinafter made by the party of the second part and the party of the first part this day and by these presents does demise and let to the party of the second part, heirs, and assigns for agricultural purposes for the term of five years from January 1st, 1925, the following described parcels of land;

The North half of the Northeast Quarter, except fifteen acres on the Northeast Quarter thereof three acres wide by five acres long, in Section Twenty-six (26), Township Eighteen (18) North, Range Thirteen (13) East, Tulsa County, State of Oklahoma,

It is understood and agreed that second party shall pay the first party a total rental of \$625.00 for the entire term covered by this lease, said rental is payable as follows, \$250.00 cash, the receipt of which is hereby acknowledged being in full for the years 1925 and 1926, and a like sum of the first day of January, 1926, and each year thereafter until fully paid,

The first party further agrees that second party shall have peaceable possession of the foregoing premises during the entire time covered by this contract,

The second party agrees that he will redeliver possession of said premises at the end of the term cover by this lease in as good condition has the same now is ordinary wear excepted; that he will cultivate the same in a good and proper manner; and that he will not sublet the same without permission first obtained from first party.

It is further agreed and stipulated by the parties hereto that the second party, W. J. C. Roberts, shall rebuild, at his own expense, the barn now on the homestead, using such lumber as is usable out of the old barn now thereon, to be supplemented with new lumber to cost not to exceed \$250.00, The parties hereto shall jointly build said barn,

It is further stipulated that out of the rents to become due hereunder on the 1st day of January, 1926, and thereafter, the said second party may deduct the total cost of said barn in no event to exceed the sum of \$250.00,

It is further stipulated and agreed that the said second party, in repairing the fences