

And to be boarded and finished on the outside as follows: Lap siding, pine or cypress and same to be covered with three coats of good paint, and to stand on substantial piers of stone, cement or brick.

Said party of the second part shall construct on said premises a barn, within twelve months after the date of this lease, of the following dimensions: 14 ft. X 24 ft. with 10 ft. side walls, the same to be constructed of pine or native lumber (oak or yellow cotton-wood, and stripped or cleated; with a good shingle roof, said barn and roof to have at least one coat of good mineral paint.

Said party of the second part is to build a corn crib on said premises within twelve months from the date of this contract of the following dimensions and material: 8 ft. by 12 ft. the same to be 8 ft. high. Said barn and said crib shall rest on piers of stone or brick: that the character of the well, pump or cistern on the premises shall be as follows: Bored or dug, well to bring water, that is to say water for ample use on said premises, same to be cased up with corrugated iron casing, brick or stone. and to be finished within six months from the date of this lease.

The party of the second part shall plant on said premises an orchard of fruit growing trees on or before the first day of January 1907, consisting as follows: 100 apple trees ass't: 50 peach trees, (3 kinds) 10 cherry trees; and 10 pear trees.

The following other improvements shall be made upon said premises within the following dates: To "cross fences" the cultivated land from the pasture land, to enclose the orchard with suitable fence, boards or wire, all before the first day of January 1908.

It is covenanted and agreed that this lease shall not be assigned or the premises hereinbefore ^{hereinafter} sublet by the lessee, his heirs, administrators or executors, without the consent of the lessor, or his successor in office, nor without the approval of the United States Court of the District wherein said land is situated.

This lease is executed in triplicate, and one of the originals thereof shall be held by the lessor as Curator, one by the lessee, and one shall be filed with the Clerk of the Court in which are deposited the probate papers relating to the appointment of the lessor as guardian.

In the event that there is a failure on behalf of the lessee to comply with any of the terms and provisions of this lease in the time and manner 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 said ward of whom the lessor is guardian, and said lease in that event shall be forfeited and the lessor shall have the right to immediate possession of said premises.

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

Joseph Bruner, Curator

Charles L. Reeder.

Witnesses to signature of Lessor

C. A. Vaughne, P. O. Sapulpa, I. T.

C. L. Green, P. O. Sapulpa, I. T.

UNITED STATES OF AMERICA,)
INDIAN TERRITORY,) SS.
WESTERN JUDICIAL DISTRICT.)

Witnesses to signature of lessee:

Sam C. Hall, P. O. Sapulpa, I. T.

H. H. Adams, P. O. Sapulpa, I. T.

BE IT REMEMBERED, that on this day personally appeared, before me, a Notary Public within and for the Western District in the Indian Territory aforesaid, duly commissioned and acting as such, Joseph Bruner and Charles L. Reeder, to me personally well known