

STATE OF OKLAHOMA, TULSA, COUNTY, SS:

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th, day of September 1909, personally appeared Albert A. Small and Anna B. Small, his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal, the date above written.

W. A. Reynolds, Notary Public.

(SEAL) My commission expires June 15, 1913.

Filed for record at Tulsa, Okla., Sep. 4, 1909, at 2.50 o'clock P. M.

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

RENTAL CONTRACT.

THIS AGREEMENT, Made on the 4th, day of September 1909, between J. H. Thomas, of the first part, and Frank Hustedde, of the second part.

WITNESSETH: That the party of the first part, for and in consideration of the sum of Nine Hundred (\$900.00) Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, does hereby let and lease unto the party of the second part for a term of three years, beginning January 1st, 1910, and ending January 1st, 1913, for agricultural purposes, the following described land in Tulsa County, Oklahoma, to-wit:

The South Half of the South East Quarter, and the South East Quarter of the South West Quarter of Section 7, Township 20 North, Range 13 East, containing One Hundred Twenty (120) acres, more or less.

The party of the first part covenants and agrees to place the party of the second part in the quiet and peaceable possession of said premises on or before the 1st, day of January 1910, and to secure the said party of the second the quiet and peaceable enjoyment of said premises during the term of this lease.

The party of the second part covenants and agrees to work and tend said premises in a prudent and workman-like manner, and to surrender peaceable possession thereof to the party of the first part at the expiration of the term of this lease.

It is agreed and understood between the parties hereto that the party of the second part shall have the privilege of constructing and erecting on said premises such improvements as he may see fit, during the term of this lease; and that written notice thirty days after the expiration of the term of this lease, he shall have the privilege and the right of removing all of the improvements so constructed and erected by him from said premises. In the event that the said improvements are not purchased from the party of the second part by the party of the first part, at a price hereafter to be agreed upon between the parties hereto.

It is agreed and understood between the parties hereto that the party of the second party may assign this lease during the term hereof, or sublet any portion or all of the premises hereby demised.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this 4th, day of September 1909.

WITNESS:

J. H. Thomas
Party of the first part.

Frank Hustedde
Party of the second part.