

of September 1909, personally appeared John Eaton, to me known to be the identical person who executed the within and foregoing instrument and duly acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year last above written.

E. H. Goodwin, Notary Public.

(SEAL) Notary Public My Commission expires Feb. 27, 1913.

Filed for record at Tulsa, Okla., Oct. 6, 1909, at 4:30 o'clock P. M.

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

COMPARED

RENTAL CONTRACT.

THIS AGREEMENT, Made and entered into this 30th, day of September 1909, by and between J. W. Combs, as Guardian of John Boyd Combs, a minor, of Checotah, Okla., party of the first part, and W. C. Best, of Fisher, Oklahoma, party of the second part.

WITNESSETH: That for and in consideration of the covenants and agreements hereinafter made, the party of the first part has let, leased and demised and does by these presents let, lease and demise unto the party of the second part, for agricultural <sup>and grazing</sup> purposes, for the term of five years from and after the first day of January 1910, the following described tracts of land lying in the County of Tulsa, State of Oklahoma:

E $\frac{1}{2}$  of NW $\frac{1}{4}$  and S $\frac{1}{2}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$  and W $\frac{1}{2}$  of W $\frac{1}{2}$  of NE $\frac{1}{4}$  and W $\frac{1}{2}$  of E $\frac{1}{2}$  of W $\frac{1}{2}$  of NE $\frac{1}{4}$  of Section 23, Township 19 North, Range 11 East, being the allotment in the Creek Nation of John Boyd Combs, containing 160 acres according to the Government survey.

The said party of the second part for the use of said land, agrees to pay to the first party as rent, Forty (40) Dollars, per annum during the term of this contract, payable as follows: On the first day of January each year in advance, at the First National Bank of Checotah, Okla.,

And the second party further agrees to fence the entire tract of land, and to place in cultivation 15 acres in the NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Sec. 23. All the improvements placed on the said land by the second party is to remain on the land at the expiration of this lease, and this lease is to terminate upon the failure of said second party to make the payment of the rental, within 30 days after same shall become due and payable. It is understood by the second party that there is a lease for oil and gas mining purposes on above described land.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above named.

J. W. Combs, Guardian of John Boyd Combs.

W. C. Best.

STATE OF OKLAHOMA, )  
COUNTY OF MCINTOSH. ) SS.

Personally appeared before me the undersigned authority, J. W. Combs, Guardian of John Boyd Combs, a minor, and stated to me that he executed the foregoing lease for the purposes and considerations therein expressed. Witness my hand and seal, this 30th, day of September 1909.

Jno. M. DePuy, Notary Public.

(SEAL) My commission expires Jan. 17, 1912.

Filed for record at Tulsa, Okla., Oct. 1, 1909 at 10 o'clock A. M.

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