

IT IS FURTHER AGREED by and between the parties hereto that this agreement shall be binding upon the heirs, executors, administrators, and assigns, of the parties hereto, or either of them.

In witness whereof the parties have hereunto set their hands and seals the day and year first above written.

Joe Leithauser  
Hattie Leithauser

State of Oklahoma, Tulsa County, SS.

Before me the undersigned, a Notary Public in and for said county and state, on this the 27th day of December, 1910, personally appeared Joe Leithauser and Hattie Leithauser, to me personally 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, and for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this the day and year last above written.

(seal)

John D. Wakley, Notary Public.

My commission expires Nov 29th, 1911.

Filed for record at Tulsa, Okla Dec 27, 1910 at 4:15 P.M.  
Seal H.D. Wakley Register of Deeds

#### RENTAL CONTRACT.

This agreement made and entered into this 27th day of December, 1910 by and between William P. Merrill and Lucy Merrill, his wife parties of the first part and Guy L. Davis, party of the second part WITNESSETH:

That for and in consideration of the payments and agreements hereinafter recited the said first parties do hereby let, lease and demise unto said second party the following described premises for the period of one year from and after the 1st day of January 1911, including the first day of January, 1912.

The North east quarter of the northwest quarter (NE 1/4 of the NW 1/4) and the north half of the south east quarter of the north west quarter (N 1/2 of the SE 1/4 of the NW 1/4) and the south west quarter of the south east quarter of the north west quarter (SW 1/4 of the SE 1/4 of the NW 1/4) of section twenty-seven (27) township twenty one (21) North, of range thirteen (13) East containing seventy acres.

The payment for this lease shall be the sum of fifteen Dollars the receipt of which said sum in payment as above set out is by said first parties hereby acknowledged and the further agreement on the part of said second party to build and erect on the line between said land and the land of one Halsell that is along the south and east lines of said land above rented except along the south line of the ten acre tract last last named, a fence of wire and posts, which said fence shall be erected at the cost of second party and all materials therefor shall be at the cost of second party and at the expiration of this lease said fence shall become the property of said first parties.

In witness whereof the said first parties have hereunto set their hands this 27th day of December 1910.

William x P. Merrill  
her  
Lucy x Merrill  
mark

Witness to mark  
J.R. League  
William N. Blakemore.