

their voluntary act and deed

In testimony whereof, I have hereunto set my hand and seal of office as such notary public at the town of Tulsa, Ind Ter, the day and year last above written.

(seal)

Robt H. Lynch, notary public.

My commission expires July 3^d A. D. 1906.

Filed for record at Tulsa, Okla., Feb 16, 1911, at 11:00 A. M.

H. C. Welkley, register of deeds. (seal)

COMPARED

RENTAL CONTRACT

This contract, made and entered into this 6 day of February, A. D. 1911, by and between Mary Warlecy, of Ind Ter, for of and on behalf of years old, citizen of the nation, party of the first part, and J. H. McAllister, party of the second part.

Witnesseth, that for and in consideration of the covenants and agreements herein after made by the party of the second part the party of the first part this day and by these presents do demise and let to the party of the second part his heirs and assigns, for farming purposes for the term of five years from the day of January, A. D. 1911, the following described parcels of land:

S $\frac{1}{2}$ of SE $\frac{1}{4}$ of section 18 township 19 N, range 12 E.

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of section 19 township 19 N. range 12 E.

It is understood and agreed that the party of the second part shall pay to the party of the first part a rental of \$110.00 per annum during the term of this contract payable as follows:

Payments to be made when second party gets possession.

\$30.00 Nov 1, and July 1, \$85.00 1911.

\$55.00 Jan 1, and July 1, 1912

\$55.00 Jan 1, and July 1, 1914

\$55.00 Jan 1, and July 1, 1915

\$55.00 Jan 1st & July 1, 1916.

It is further understood and agreed that the party of the second part, shall build, construct, and erect on said premises the following improvements, which shall become the property of the party of the first part at the termination of this contract, to wit:

Put all tillable land in cultivation that does not require clearing of land of timber, also put out 250 fruit trees. Said improvements to be made some time during the first four years of this contract.

the receipt of \$25.00 is hereby acknowledged, apply on rental of 1911.

It is further agreed that all such improvements made for farming and grazing purposes aforesaid shall remain and be the property of the party of the second part, and should the party of the second part be deprived of the use of said land or any part thereof before the expiration of this contract then and in either event he shall have the privilege of removing said structures and improvements or disposing of them as he may see fit, but if he shall be permitted to have the use of the premises for the full period provided herein and this contract shall have been fully completed in conformity with the terms herein expressed, then said structures and other improvements shall be turned over and delivered to the part of the first part in good condition and repair, less ordinary wear and tear.

It is further agreed that this contract and its stipulations, shall be binding upon our respective heirs and legal representatives.