

his services, and next, shall apply the proceeds remaining over to the payment of said debt and interest, or so much thereof as remains unpaid, and the remainder, if any, shall be paid to the said parties of the first part, or their legal representatives.

And the said party of the second part covenants faithfully to perform and fulfill the Trust Herein created, not being liable or responsible for any mischance occasioned by others.

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

H.L. Gray

Signed and delivered in presence of. Lena A. Gray.

State of Missouri, County of Randolph, SS.

On this 11th day of August 1910, before me personally appeared H.L. Gray and Lena A. Gray his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Moberly Mo. the day and year first above written.

My term expires June 26th, 1911.

E.F. Gutekunk, Notary Public.

Filed for record at Tulsa, Okla. Aug. 17, 1910. at 8 o'clock A.M.

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

COMPARED

RENTAL CONTRACT.

THIS CONTRACT made and entered into this 16th day of August A.D. 1910 by and between E.T. Tucker of Tulsa, Okla. of the first part, and R.E. Lynch party of the second part.

WITNESSETH, that for and in consideration of the covenants and agreements hereinafter 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 agricultural purposes for the term of three years from the 1st day of January A. D. 1911 the following described parcels of land.

North 1/2 of SE 1/4 of Section 5, 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 \$50.00 per annum during the term of this contract payable as follows:

\$25.00 Jan. 1 and May 1, 1911

\$25.00 Jan 1 and May 1, 1913.

\$25.00 Jan. 1, and May 1, 1912

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: Set out 200 fruit trees.

the receipt of \$30.00 is hereby acknowledged.

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 the expiration of this contract then and either 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