

four years from the 8th day of February A.D. 1910, the following described parcels of land:

The North east quarter of the North east Quarter of Section (12) Township (19) North Range (11) East the same being the Homestead allotment of party of the first part.

It is understood and agreed that the parties of the second part shall pay to the party of the first part a rental of \$Ten dollars per annum during the term of this contract, payable as follows: Ten dollars upon the signing of this contract the receipt of which is hereby acknowledged and the same being full payment for the year of 1910. \$10.00 January 1st, 1911, \$10.00 January 1st 1912, 10.00 January 1st, 1913

It is further understood and agreed that the parties 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:

No further improvements are contemplated under this contract.

It is further understood and agreed by the parties hereto, that all former contracts or leases of whatsoever kind or nature is this day declared null and void and of no effect to this particular tract of land.

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

In Witness Whereof, the parties have hereunto signed this contract the day and year above written.

Gabriel Emarthla
Party of the first part

Henry Smith
Sidney Smith,
Parties of the second part

Witnessed by
Henry Day

State of Oklahoma, Tulsa County, SS.

Before me Samuel C. Davis, a Notary public in and for said county and state on this 8th day of February 1910, personally appeared Gabriel Emarthla to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

(seal)

Samuel C. Davis, Notary Public.

My commission expires March 29th, 1910.

Filed for record at Tulsa, Okla Oct 4, 1910 at 2 P.M.

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