

acknowledged and \$25.00 payable July 1st, 1911, and \$100.00 on October 8th 1911 and \$100.00 on October 8, 1912, \$100.00 on October 8th 1913 and \$100.00 on October 8th 1914.

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: no improvements are contemplated under this contract.

It is further agreed that no assignment of this contract shall be made by the party of the first part.

It is further agreed that all such improvements made for agricultural 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 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 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 signed this contract the day and year above written.

x Mary Emarthla, (nee Fuswa)

Witnessed by  
James H. Sikes  
S.P. McBirney

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 October, 1910 personally appeared Mary Emarthla (nee Fuswa) and a widow, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

(seal)

Samuel C. Davis, Notary Public.

My commission expires January 25, 1914.

Filed for record at Tulsa, Okla Oct 8 1910 at 4:55 P.M.

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

#### SPECIAL WARRANTY DEED.

THIS INDENTURE made, executed and delivered this 27th day of January 1905 by and between Hulette F. Aby (a single man) of Tulsa, Indian Territory, party of the first part, and S.L. Cooper party of the second part.

Witnesseth, That for and in consideration of the sum of Ninety (\$90.00) Dollars, the receipt whereof is hereby acknowledged, the first party has granted, bargained, sold and conveyed, and by these presents does hereby, grant, bargain, sell and convey unto the second party his heirs and assigns, the