

tural 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.

James Warley  
Party of the first part.

Samuel C. Davis,  
Party of the second part.

Witnessed By  
James H. Sykes  
J.L. Harnage.

State of Oklahoma, Tulsa County, SS.

Before me E.R. Albert a Notary Public in and for said county and state on this 12th day of October, 1910 personally appeared James Warley and Samuel C. Davis, to me 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 for the uses and purposes therein set forth (seal)

E.R. Albert, Notary Public.

My commission expires Oct 6, 1913.

Filed for record at Tulsa, Okla Oct 12, 1910 at 3 P.M.

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

COMPARED

#### RENTAL CONTRACT.

This contract made and entered into this 12th day of October A.D 1910 by and between James Warley of Stone Bluff, Oklahoma, party of the first part, and Samuel C. Davis of Tulsa, Oklahoma, party of the second part.

WITNESSETH, That for and in consideration of the covenants and agreements hereinafter made by the parties 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 five years from the 12th day of October A.D. 1910 the following described parcels of land. W2 of NW4 and SE4 of NW4 of Section 26, Township 18 North Range 13 East, containing 120 acres more or less and being the surplus allotment of the party of the 1st part.

It is understood and agreed that the party of the second part shall pay to the party of the first part a rental of \$60.00 per annum during the term of this contract payable as follows: \$60.00 upon the execution of this contract receipt of which is hereby acknowledged, and 60.00 on January 1st, 1912 \$60.00 on Jan 1st 1913 \$60.00 on January 1st 1914 \$60.00 on Jan 1st 1915.

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

expires