

COMPARED

RENTAL CONTRACT.

THIS CONTRACT made ~~and~~ entered into this 20th day of October A.D. 1910, by and between Louise Brown, Guardian for Charley Berryhill of Tulsa County Okla, for-----and on behalf of Charley Berryhill, who is Fourteen years old and a citizen of the Creek Nation, party of the first part, and John Tipton, 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 agriculture purposes for the term of five years from the first day of January A.D. 1911 the following described parcels of land.

SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 7, 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 \$----per annum during the term of this contract payable, as follows: One third of all the corn that is raised on said premises said corn to be gathered and put in crib on the premises, and one fourth of all the Cotton Delivered to the Gin that Grows on said premises, that is now in Cultivation and said second party is to have all the crops he raises on the Ground that he clears and puts in way of cultivation the term of this contract.

It is further understood ^{and} ~~the~~ 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:

One two room house to be boxed of Native Lumber and one Barn to be made of Native Lumber and also dig a well on said premises, the receipt of \$-----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 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 in duplicate the day and year above written.

Louisa Brown (seal)

John Tipton. (seal)

Executed in presence of
W. J. Lynch
J. J. Bertalot