

Filed for record at Tulsa, Okla., Jan 23, 1911, at 2:50 P. M.

H. C. Walkley, register of deeds. (SEAL)

CONTINUED

# RENTAL CONTRACT.

This contract made and entered into this 1<sup>st</sup> day of March, A. D. 1909, by and between Annie Bruner, guardian of Willie Berryhill, Okla, years old and a citizen of the Nation, Party of the first Part, and J. O. Caldwell, 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 farming purposes for the term of five years from the 1<sup>st</sup> day of March, A. D. 1909 the following described parcels of land:

N $\frac{1}{2}$  of SE $\frac{1}{4}$  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 \$40.00 Per annum during the term of this contract, payable as follows:

\$40.00 Jan 1, 1910, <sup>and July 1,</sup> \$40.00 Jan 1, 1911, <sup>and July 1,</sup> \$40.00 Jan 1, 1912, <sup>and July 1,</sup> \$40.00 Jan 1, 1913.

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:

Build 3 room house, fence with 4 wire fence, build stables corn cribs, smoke house, Porch on house, & Place in cultivation 40 acres more or less. Rooms to be ceiled inside. the receipt of \$40.00 is hereby acknowledged payment for year 1909.

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, 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.

Executed in the Presence of

R. E. Lynch

Wm G. Bruner

<sup>her</sup>  
Annis x Bruner, guardian  
<sup>mark.</sup>

J. O. Caldwell

United States of America, State of Oklahoma, Tulsa county, SS

On this 1<sup>st</sup> day of March, 1909 Personally appeared before me, a notary Public within and for the above county and state Annie Bruner & J. O. Caldwell, to me Personally well known to be the Persons named in the within instrument, as the grantor and acknowledged that they executed the same their as free voluntary act and deed, and for the consideration and purpose therein mentioned and set forth. Witness my hand and seal as such notary Public, the day and year last above mentioned.

(SEAL)

my commission expires July 2<sup>nd</sup> 1910.

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Robert E. Lynch, notary Public.