

No 2379

RENTAL CONTRACT.

This Contract, Made and entered into this 25th day of January A. D. 1907 by and between

Thomas Hickory "Guardian" of Lucinda Hickory of Tulsa
Ind. Ter., for Himself and on behalf of Himself 30
years old citizen of the Oklahoma Nation,

party of the first part, and Henry B. Riley of Tulsa, Ind. Ter. part 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 Agricultural purposes for the term of Three years from the 25th day of January A. D. 1907 the following described parcels of land:

1st North West Quarter of Section 16 Township 17 N., Range 3 E
of Section Township N., Range E
of Section Township N., Range E
of Section Township N., Range 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 \$ 1.00 per annum during the term of this contract, payable as follows:

Three Hundred Dollars on the signing of this contract, the receipt of which is hereby acknowledged for 3 years in full from this date.

\$ 1.00 January 1, and July 1, 1911 \$ 1.00 January 1, and July 1, 1912
January 1, and July 1, 1913 January 1, and July 1, 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 further improvements are contemplated under this contract but that the present existing improvements now on said land shall be kept in a good state of repair the ordinary wear and tear excepted.

the receipt of \$ 3.00 is hereby acknowledged Full payment for 3 years from this date.

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 presence of:

Charles Starr

Charles W. Leffler

Thomas Hickory

Party of the first part

Henry B. Riley

Party of the second part

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UNITED STATES OF AMERICA, INDIAN TERRITORY,
Western Judicial District, ss.

On this 25th day of January 1907 personally appeared before me, a Notary Public within and for the above District and Territory Thomas Hickory to me personally well known to be the person named in the within instrument, as the grantor and acknowledged that he had executed the same as his free voluntary act and deed, and for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public, the day and year last above mentioned.

Western Judicial District Tulsa, Ind. Ter.
My Commission expires March 29th 1910

Samuel C. Morris Notary Public.

Filed for record Jan. 25 1907 at 1:00 o'clock P. M.

W. L. Linton
Deputy Clerk and Ex-Officio Recorder.