



No 2403

J. B. BARNARD & CO., BLANK BOOK MAKERS, PRINTERS, LITHOGRAPHERS, ST. LOUIS

RENTAL CONTRACT.

This Contract, Made and entered into this 26th day of January A. D. 1907 by and between
Joseph A. Schaeble of Illinois

Ind. Ter., for _____ and on behalf of _____
 years old _____ citizen _____ of the Cherokee Nation,

part of the first part, and R. C. Lynch & Ethel Davis parties 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 parties of the first part this day and by these presents do demise and let to the parties of the second part, their heirs and assigns, for agricultural purposes for the term of five years from the 26th day of January A. D. 1907 the following described parcels of land:

3 1/2 of NE 1/4 of S.W. 1/4 of Section 12 Township 22 N., Range 12 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 parties of the second part shall pay to the parties of the first part a rental of \$ 2.50 per annum during the term of this contract, payable as follows:

\$ 2.50 in full for the period of this contract. Part all tillable land in cultivation and enclosed with wire fence

\$ 5.00 January 1, and July 1, 1907

\$ 5.00 January 1, and July 1, 1908

\$ 5.00 January 1, and July 1, 1909

\$ 5.00 January 1, and July 1, 1910

It is further understood and agreed that the parties of the second part, shall build, construct, and erect on said premises the following improvements, which shall become the property of the parties of the first part at the termination of this contract, to-wit:

the receipt of \$ 2.50 is hereby acknowledged in full payment of said term of years.

It is further agreed that all such improvements made for farming and grazing purposes aforesaid shall remain and be the property of the parties of the second part, and should the parties 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 parties 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:

O. P. Jones

Joseph A. Schaeble

R. C. Lynch

Ethel Davis

Seal

Seal

Seal

Seal

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

On this 26th day of Jan 1907 personally appeared
 before me, a Notary Public within and for the above District and Territory Joseph A. Schaeble 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 District of Indian Territory
 My Commission expires June 29, 1909

Chas. Haley

Notary Public,

Filed for record Jan 26 1907 at 2 45 o'clock P. M.

O. L. Lott
 Deputy Clerk and Ex-Officio Recorder.