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No. 2997

REG. D. BARNARD & CO., BANK BOOK MFRS., PRINTERS, LITHOGRAPHERS, ETC., OMAHA

# RENTAL CONTRACT.

This Contract, Made and entered into this 26<sup>th</sup> day of February A. D. 1907 by and between  
Henry Haynes of California

Ind. Ter., for \_\_\_\_\_ and on behalf of himself  
\_\_\_\_\_ years old \_\_\_\_\_ citizen of the \_\_\_\_\_ Nation,

part 1 of the first part, and L. G. John part 2 of the second part.

WITNESSETH, That for and in consideration of the covenants and agreements hereinafter made by the part 2 of the second part, the part 1 of the first part this day and by these presents do demise and let to the part 2 of the second part, his heirs and assigns, for aggriculture purposes for the term of Five years from the 26<sup>th</sup> day of February A. D. 1907 the following described parcels of land:

The most West quarter of the South East of Section \_\_\_\_\_ Township \_\_\_\_\_ N., Range \_\_\_\_\_ E.  
quarter of Section 36 Township 19 N., Range 14 E.  
of Section \_\_\_\_\_ Township \_\_\_\_\_ N., Range \_\_\_\_\_ E.  
of Section \_\_\_\_\_ Township \_\_\_\_\_ N., Range \_\_\_\_\_ E.

It is understood and agreed that the part 2 of the second part shall pay to the part 1 of the first part a rental of \$ 20 per annum during the term of this contract, payable as follows:

\$20.00 upon delivery of this contract, and  
\$ 20.00 January 1, and July 1, 1908 \$ 20. January 1, and July 1, 1910  
\$ 20. January 1, and July 1, 1909 \$ 20. January 1, and July 1, 1911

It is further understood and agreed that the part 2 of the second part, shall build, construct, and erect on said premises the following improvements, which shall become the property of the part 1 of the first part at the termination of this contract, to-wit:

Three wire fence with good posts around the entire tract above described.

the receipt of \$ 20 is hereby acknowledged as payment for first year

It is further agreed that all such improvements made for farming and grazing purposes aforesaid shall remain and be the property of the part 2 of the second part, and should the part 2 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 part 1 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: \_\_\_\_\_  
\_\_\_\_\_ Henry Haynes \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_

UNITED STATES OF AMERICA, INDIAN TERRITORY } ss. On this 26 day of February 1907 personally appeared  
District, \_\_\_\_\_ before me, a Notary Public within and for the above District and Territory Henry Haynes 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.  
William J. Smith, Notary Public My Commission expires July 2<sup>nd</sup> 1910 Robert C. Lynch Notary Public.

Filed for record Mar. 2 1907 at 1 o'clock P. M. Oliver Linton Deputy Clerk and Ex-Officio Recorder.