

P. L. 11-11-11
C. L. 11-11-11
C. D. 11-11-11
C. I. 11-11-11

RENTAL CONTRACT.

This Contract, Made and entered into this 21st day of December A. D. 1904, by and between Nora Burgess nee Scott of England Ind. Ter., for herself and her late husband deceased years old and Chas T Sims citizen of the Creek Nation, part of the first part, and Chas T Sims part of the second part.

WITNESSETH, That for and in consideration of the covenants and agreements hereinafter made by the part of the second part, the part of the first part this day and by these presents do demise and let to the part of the second part, his heirs and assigns, for agricultural purposes for the term of four (4) years from the 21st day of December A. D. 1904 the following described parcels of land:

South-east quarter (1/4) of Section five Township 19 N., Range 13 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 part of the second part shall pay to the part of the first part a rental of \$ 80.00 per annum during the term of this contract, payable as follows:

\$ 80.00 January 1, and July 1, 1906 \$ 80.00 January 1, and July 1, 1907
\$ 80.00 January 1, and July 1, 1908 \$ January 1, and July 1, 19

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

The party of the first part reserves one acre on which to build a dwelling house for her own use-acre being adjoining the outside or on the section line border of said land above described

the receipt of \$ 100.00 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 part of the second part, and should the part 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 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:

Nora Burgess Chas T Sims

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

On this 21 day of Dec 1904 personally appeared before me, a Notary Public within and for the above District and Territory Nora Burgess 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 her 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.

My Commission expires Dec 15 - 1907 Wm Querry Notary Public.

Filed for record Apr 27 1907 at 5 o'clock P.M.

* assignment above

Otis Lorton
Deputy Clerk and Ex-Officio Recorder.