

5497

## RENTAL CONTRACT.

This Contract, Made and entered into this 10th day of May A. D. 1907 by and between  
Sampson Seber original allottee of Julsa,  
 Ind. Ter., for Himself and on behalf of Himself Thirty five  
 years old citizen of the  Creek Nation,  
 part 7 of the first part, and Ethel Davis of Julsa, Ind. Ter. part 4 of the second part.

WITNESSETH, That for and in consideration of the covenants and agreements hereinafter made by the part 4 of the second part, the part 4 of the first part this day and by these presents do demise and let to the part 7 of the second part, his heirs and assigns, for Agricultural purposes for the term of five years from the 10th day of May A. D. 1907 the following described parcels of land:

The SE 1/4 of SW 1/4 of Section 7 Township 17 N., Range 14 E  
The NW 1/4 of SW 1/4 of Section 8 Township 17 N., Range 14 E  
120 Acres of Section \_\_\_\_\_ Township \_\_\_\_\_ N., Range \_\_\_\_\_ E

It is understood and agreed that the part 4 of the second part shall pay to the part 7 of the first part a rental of \$ 75.00 per annum during the term of this contract, payable as follows: Three Hundred and Seventy five Dollars on the signing of this Contract, the receipt of which is hereby acknowledged for the full period for which this contract is to run

\$ \_\_\_\_\_ January 1, and July 1, 19 \_\_\_\_\_ January 1, and July 1, 19 \_\_\_\_\_  
 \$ \_\_\_\_\_ January 1, and July 1, 19 \_\_\_\_\_ January 1, and July 1, 19 \_\_\_\_\_

It is further understood and agreed that the part 4 of the second part, shall build, construct, and erect on said premises the following improvements, which shall become the property of the part 7 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 shall be kept in a good state of repair.  
The U.S. Government appraisement now against said improvements shall be continued in full force and effect.

the receipt of \$ 375.00 is hereby acknowledged as full cash payment for five years

It is further agreed that all such improvements made for farming and grazing purposes aforesaid shall remain and be the property of the part 7 of the second part, and should the part 4 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 7 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:

Low R. Staushery  
V. J. Shuttelf

Sampson Seber Seal  
Party of First Part. Seal  
Ethel Davis Seal  
Party of Second Part. Seal

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

On this 10th day of May 1907 personally appeared before me, a Notary Public within and for the above District and Territory Sampson Seber 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. and I do hereby so certify.

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

Western Dist. & March 26, 1910 Reuben L. Partridge Notary Public.  
 My Commission expires

Filed for record July 26 1907 at 9:30 o'clock a M. Atta Lorton  
 Deputy Clerk and Ex-Officio Recorder.