

RENTAL CONTRACT.

D. V. M.
 P. V. M.
 C. L.
 C. D.
 C. L.

This Contract Made and entered into this 27th day of Sept A. D. 1904 by and between

Ernie & Lona Burgess of Turkey

Ind. Ter., for and of themselves and on behalf of _____

years old _____ citizen of the Cherokee Nation,
part of the first part, and T. B. Field 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 Five years from the 19th day of December A. D. 1903 the following described parcels of land:

7 1/4 of the SW 1/4 of Section 31 Township 21 N., Range 13 E

7 1/4 of the SW 1/4 of Section 32 Township 21 N., Range 13 E

1/2 of the SW 1/4 of Section 32 Township 21 N., Range 13 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 \$ 500.00 per annum during the term of this contract, payable as follows: one delivery of Contract \$250.00

one year From date of this contract. January 1, and July 1, 19 _____ January 1, and July 1, 19 _____

one year From date of this contract. January 1, and July 1, 19 _____ January 1, and July 1, 19 _____

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:

that the party of the second part is to have a one year lease of the above described property, dating from the 19th day of Dec. 1903 and to terminate on the 19th day of Dec. 1909. consideration for the same \$50.00 to be cash in hand this date

the receipt of \$ 300.00 of which 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 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:

Geo M. Mowbray

Ernie Burgess

Lona Burgess

T. B. Field

UNITED STATES OF AMERICA, INDIAN TERRITORY, } ss.

District, }

On this _____ day of _____ 19 _____ personally appeared

before me, a Notary Public within and for the above District and Territory _____ 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 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.

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My Commission expires _____

Notary Public.

Filed for record Sept 25 1904 at 1:30 o'clock P. M. H. H. Talley, Reg. of Deeds
Deputy Clerk and Official Recorder