

RENTAL CONTRACT.

This Contract, Made and entered into this 3rd day of April A. D. 1909 by and between
Martha Naharkey formerly Martha Red of Tulsa, Okla

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

37 years old _____ and a _____ citizen of the Creek Nation,
 party of the first part, and H.M. Stonebaker party 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 farming purposes for the term of five years from the 30th day of March A. D. 1909 the following described parcels of land:

N. 1/4 of Sec 4 of Section 12 Township 19 N., Range 12 E
Homestead of Wiley Naharkey of Section _____ Township _____ N., Range _____ E
Deceased 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 \$ 25.00 per annum during the term of this contract, payable as follows: Fifty dollars upon the signing of this contract
the receipt of which is hereby acknowledged for the year of 1909 & 1910.

\$ 12.50 January 1, and July 1, 1911 \$ 12.50 January 1, and July 1, 1912
 \$ 12.50 January 1, and July 1, 1913 \$ _____ 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:

No further improvements are contemplated under this contract.

the receipt of \$ 50.00 is hereby acknowledged as full payment for the year of 1909 & 1910

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:

Lincoln Poston (Interpreter)
Vera L. Bland

Martha Naharkey mark
Martha Red mark

UNITED STATES OF AMERICA, TERRITORY,
State of Oklahoma
Tulsa County District _____

On this 3rd day of April 1909 personally appeared
 before me, a Notary Public within and for the above District and Territory Martha Naharkey acknowledged to me personally well known to be the person named in the within instrument, as the grantor and acknowledged that she 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 March 27th 1910. Samuel C. Davis Notary Public.

Filed for record Apr 3 1909 at 4 o'clock P.M.

H.C. Wackley, Reg. of Deeds
 Deputy Clerk and Ex-Officio Recorder