

RENTAL CONTRACT.

This Contract, Made and entered into this 19th day of April A. D. 1909 by and between
Samuel C. Davis as Guardian of Tom Boney, a minor of Tulsa

Ind. Per., for _____ and on behalf of _____
 years old _____ citizen of the Creek Nation,
 part of the first part, and P. W. Mitchell, of Tulsa Okla. 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 party 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 three years from the first day of April A. D. 1909 the following described parcels of land: Five acres more or less of the homestead allotment of the said Tom Boney
Said five acres being that portion of said homestead allotment not included in the
John H. Simmons contract heretofore approved by the Court of Tulsa County
 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 \$ 25.00 per annum during the term of this contract, payable as follows:

Twenty five dollars upon the signing of this contract the receipt of which is hereby
acknowledged as full payment for the year of 1909
 \$ 25.00 April first January 1, and July 1, 1910 April first 1911
 January 1, and July 1, 1910 January 1, and July 1, 1910

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:

No further improvements are contemplated under this contract, but it is understood
and agreed that the party of the second part shall put on a new roof on the log
hut now on said premises. It is further understood & agreed by the
parties hereto that the five acres herein embraced in this contract shall in
no manner conflict or interfere with the balance of the allotment of
Tom Boney heretofore leased to John H. Simmons

the receipt of \$ 25.00 is hereby acknowledged as full payment for 1909

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:

Geo F. Hayden
J. C. W. Oland

Samuel C. Davis
as Guardian of Tom Boney, a minor
Party of the first part
P. W. Mitchell
Party of the second part

UNITED STATES OF AMERICA, INDIAN TERRITORY,

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.

My Commission expires _____

Notary Public.

Filed for record

Aug 10

1909

at

3:30

o'clock

P. M.

H. C. Walker, Sec. of Rec.

Deputy Clerk and Ex-Officio Recorder.

I, P. W. Mitchell, this day assign over all my title, rights and interests in the within instrument, to Sam C. Davis, dated the 10th day of August 1909. P. W. Mitchell.

Witness
 Geo. F. Hayden
 J. C. W. Oland