

P.D.V.  
P.L.  
C.L.  
C.D.  
C.I.

COMPARED

# RENTAL CONTRACT.

This Contract, Made and entered into this 11<sup>th</sup> day of November A. D. 1909 by and between

Emartala of Tulsa  
Ind. Ter., for himself and on behalf of himself and being 56  
years old and a citizen of the Creek Nation,  
part 4 of the first part, and C. F. Tingley of Tulsa Okla 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 4 of the second part, his heirs and assigns, for aggricultural purposes for the term of Five years from the 11<sup>th</sup> day of November A. D. 1909 the following described parcels of land:

The S.W. 1/4 of Sec 19 of of Section 19 Township 19 N., Range 12 E  
Containing 4 1/2 acres of Section 19 Township 19 N., Range 12 E  
of Section 19 Township 19 N., Range 12 E  
of Section 19 Township 19 N., Range 12 E

It is understood and agreed that the part 4 of the second part shall pay to the part 4 of the first part a rental of \$ 25 per annum during the term of this contract, payable as follows:

Ten dollars fine dollars upon the signing of this contract  
the receipt of which is hereby acknowledged and the  
same being different from the year 1912  
\$ 25.00 January 1, and July 1, 1911 \$ 25 January 1, and July 1, 1912  
\$ 25.00 January 1, and July 1, 1913 \$ 25 January 1, and July 1, 1914

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 4 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  
to be kept in good state of repair

the receipt of \$ 25.00 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 4 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 4 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:

B. J. Black  
Ch. Nevins

Emartala his  
mark

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State of Oklahoma

UNITED STATES OF AMERICA, INDIAN TERRITORY,

County of Tulsa District, } ss.

On this 11<sup>th</sup> day of November 1909 personally appeared  
before me, a Notary Public within and for the above District and Territory Emartala  
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.

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

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My Commission expires March 29 1910

Samuel B. Davis Notary Public.

Filed for record Nov 12 1909 at 11:20 o'clock AM

seal Key of Weeks

Deputy Clerk and Ex. Office Recorder.