

## RENTAL CONTRACT.

COMPARED

P.  
P.  
C.  
C.  
C.  
C.

This Contract, Made and entered into this 28th day of January A. D. 1910 by and between  
Sampson Seber of Bristow, Okla  
 Ind. Ter., for himself and on behalf of himself being about 36  
 years old and a citizen of the  Creek Nation,  
 part of the first part, and A. D. Hayes 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 part 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 28th day of January A. D. 1910 the following described parcels of land:

The NW 1/4 of the S6 1/4 of Section 10 Township 19 N., Range 13 E  
containing 40 acres more or less 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 \$ 10.00 per annum during the term of this contract, payable as follows:

Ten dollars upon the signing of this contract, the receipt of which is hereby  
acknowledged as full payment for the year of 1910 and  
 \$ 10.00 January 1, and July 1, 1911 \$ 10.00 January 1, and July 1, 1912  
 \$ 10.00 January 1, and July 1, 1913 \$ 10.00 January 1, and July 1, 1914

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 contemplated under this Contract" It is understood  
and agreed by the parties hereto that all former contracts or agreements made  
executed by the party of the first part and the party of the second part  
covering the 40 acres herein, is this day declared null and void, and  
that this contract takes the place of any previous leases.

the receipt of \$ 10.00 is hereby acknowledged as full payment for the year of 1910.

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:

Samuel C. Davis

Sampson Seber

Party of the first part

A. D. Hayes

Party of the second part

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

On this 28th day of January 1910 personally appeared  
 before me, a Notary Public within and for the above County State 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.

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

Seal

My Commission expires

March 29th 1910.

Samuel C. Davis

Notary Public.

Filed for record

Jan 28

1910

at 3

o'clock P. M.

H. B. Mackey, Reg. of Deeds

Deputy Clerk and Ex-Officio Recorder

Seal