

Rebecca J. Smith State of Alabama Know all men by these
 To Sherry County I present that this agreement
 Addison Smith and Contract made and entered into on this
 the 1st day of October A.D. 1865 between Rebecca
 J. Smith of the County of Dallas and State of Tex-
 as and Addison Smith (Grandson of Col. J.
 of the County of Sherry and State of Ark.
 Wintupeth: That for and in consideration of
 Certain sum of money hereinafter mentioned
 the said party of the first part has this day rented
 and leased and doth by these presents rent and
 lease for the term of one year and three months
 say till the 31st day of December 1866 all of the plan-
 tation known as the Sherry County tract of land
 lying and situated in the County of Sherry and
 State of Ark. together with its appurtenances
 consisting of certain negro house, stables, orchard
 gardens, well, woodlands and cleared lands,
 with the following special exceptions and
~~restrictions~~ tract. The house known and
 heretofore used as a dwelling house by the said
 party of the first part together with the kitchen the
 dairy the office building in the yard the store room
 the carriage house and a building standing
 in the apple orchard known as the outly occupied
 by John W. Womack together with the following described
 property to wit: The house and buildings and out
 houses attached together with the well of water with
 fruit trees that have been planted and heretofore
 claimed by the party hereinafter mentioned to wit:
 King Smith and his family the dwelling house
 of the said King Smith together with the outly
 attached and his fruit trees on to belong to the said
 King Smith to use as he may desire during the
 pleasure of Rebecca J. Smith the party of the first
 part and no longer and if such property revert back
 to the hands and possession of the said Rebecca
 J. Smith she shall have the privilege to rent or lease
 the same at her pleasure. In addition to the above

Mentioned reservations and Exceptions, the said
 Rebecca J. Smith by agreement of the parties
 of the first and second part reserves for the use
 of the aforesaid Wiley Smith and his immediate
 family a lot of land already cleared and
 fenced to contain at least five acres or as
 much thereof as the said Wiley Smith may
 desire and it is further agreed that Wiley
 Smith shall have exclusive all control and
 management of the said five acres of land
 during the pleasure of the said Rebecca J.
 Smith provided that said Wiley Smith shall
 pay whatever amount of Government State and
 County taxes may be levied and assessed upon
 the above mentioned five acres of ground so
 long as he may have possession thereof also
 the said Wiley Smith shall have during
 first seasons an amount of Apples and plums
 out of the large Orchard sufficient for the im-
 mediate use of his own immediate family
 provided the said Addison Smith the parties
 of the second part shall gather or have gathered
 the same if it is agreed by the parties and dis-
 tinctly understood that the reservation for
 the use and benefit of the aforesaid Wiley
 Smith and his family shall continue in force
 during the pleasure of the said Rebecca J. Smith
 and her lawyer and he the said Wiley shall
 use and employ such premises under the
 restrictions and provisions above mentioned
 It is further agreed that the said Rebecca J. Smith
 the party of the first part shall have the privilege
 and reserved right to come to her place which
 she has as above recited leased and rented
 to Addison Smith the party of the second part
 and she of the first part reserves the privilege and
 right to occupy and use her dwelling house
 and house above mentioned as reserved
 from the operations of this lease and rental
 or she the party of the first part may rent or lease
 to any other party at her pleasure the above re-
 served property free from all restrictions from
 Addison Smith the said party of the second
 part whatever it is also stipulated and agreed
 that the said party of the second part shall
 use his utmost exertions every summer and
 spring during the existence and force of this

Agreement to make or have made a good and beautiful vegetable garden and half of the same shall be for the use of the said party of the first part or any other party to whom the party of the first part may have rented or leased the premises contained in the first mentioned exceptions and reservations of this Agreement. It is further agreed and solemnly promised by Addeason Smith the party of the second part that for and in consideration of the use and enjoyment of the above described premises except the aforementioned reservation shall promptly and without refusal or trouble to the said party of the first part pay all taxes levied and assessed by the General Government of the United States or by the State or by the County Authorities. Furthermore it is agreed and promised that the said party of the first part shall have the use and proceeds of one half of the entire Orchard of fruit trees whether she be living on the premises or not and that the said party of the second part shall gather and put in market one half of the fruits of the orchards and faithfully and honestly hold proceeds subject to the order of the said party of the first part. It is further agreed by the said party of the first part and the said party of the second part that no land shall be cleared and no road shall be cut save and except that necessary for purposes of fence wood and fencing upon the premises and the said party of the second part doth hereby promise Covenant and agree to keep the plantations in good repair, the fencing in good order to protect the land from trespass from other parties and to act in due reference to law and order acts further the interest as much as possible of the said party of the first part. It is further agreed and covenanted by the party of the second part that he will prevent and refuse to allow any building or camping or temporary occupancy of any of the lands and premises on the part of any person or persons whom it is further agreed and covenanted between the parties that the said party of the second part shall cultivate all of the land now cleared except that part reserved heretofore if he chooses to do so he may grow stock and rent the houses

not heretofore reserved for other purposes and
 act and do in all things according to the
 provisions of this Contract and Agreement,

Our testimony whereof we have hereto set
 our hands and affixed our seals this 4th day
 of October 1865;

Witness my hand in
 Duplicate

Rebecca J. Smith *Seal*
 Addison Smith *Seal*

W. H. Fowler,

(Revenue stamp for cents)

Filed for record March 25th 1870
 April 8th 71 J. S. Seeger Judge of Probate