

) SS.

Before me, a Notary Public, in and for said County and Territory on this 28th, day of December, 1908, personally appeared Sam Cooper and J. F. Pautler, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the date above written.

Cnas M. Sherrill, Notary Public.

(SEAL) My commission expires Oct. 1, 1910/

Filed for record at Tulsa, Okla., Dec. 29, 1908, at 8.45 A. M.

H. C. Walkley, Register of Deeds (SEAL)

.....

L E A S E.

KNOW ALL MEN BY THESE PRESENTS:

That I, J. H. Leavitt, a citizen of Wagoner County, Oklahoma, rents the following described tract of land, lying and being in the County of Tulsa, and State of Oklahoma:

N.E. $\frac{1}{4}$ of Sec. 22, Township Eighteen N. Range Thirteen (13) East.

I, The said J. H. Leavitt for myself, and for the consideration hereinafter expressed, have let, leased and demised, and do by these presents let, lease and demise unto S. Creekmore of Broken Arrow, Ok., ofCounty, Oklahoma, his successors and assigns, all of the above described property for a term of three years from and after the first day of January 1909, 190.., and I covenant with the said S. Creekmore that I am the ^{legal} lawful owner of the said above described land, and that I and will protect the said S. Creekmore in the quiet and peaceable possession of the said above described land for the full term of this lease.

For the above consideration the said S. Creekmore hereby agrees and promises to pay unto the said J. H. Leavitt the sum of Seven Hundred Dollars (\$700.00 as shown by three notes of this date for the said land during the full term of this lease, which amounts shall be paid as follows: One note for \$2 00.00 Two Hundred Dollars (Due Jan/ 1st, 1909; One note for Two Hundred and Fifty Dollars due Jan. 1st, 1910; One note for Two Hundred Fifty Dollars, due Jan. 1st, 1911: Provided however if the above notes are not paid when the same become due and payable then this contract is null ~~and~~ void and the party of the first part may reenter and take possession of the above lands together with all growing crops and improvements on the premises and have the quiet and actual possession of said land without cost to said first party.

It is distinctly agreed that this lease is for three years, and the party of the second part is to keep up all improvements and fences on the premises.

Party of the first part may remove any hog fences, or valuable buildings that ^{he} may be put on the place, at the expiration of this lease, provided all the rents are paid as per this contract.

Witness....hands, and seal this...day of.....190...

WITNESSES:

J. H. Leavitt (SEAL)

S. Creekmore (SEAL)

STATE OF OKLAHOMA, COUNTY OF TULSA.) SS. personally appeared before me, the undersigned au-