

forever defend the said interest in said lands and appurtenances thereof unto the said parties of the second part their heirs, and assigns against the said parties of the first part and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof from or under the said parties of the first part their heirs or assigns.

IN WITNESS WHEREOF, the said part-- of the first part has hereunto set our hand the day and year ^{first} ~~year~~ above written.

Executed and delivered in presence Mary E. McElhaney.
of.

W.B. McElhaney

State of Oklahoma, Muskogee, County, S.S.

Before me Elmer Coon a Notary Public in and for said County and state on this 3 day of Dec. 1909 personally appeared Mary E. McElhaney and W.B. McElhaney, her husband, 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 day and year above set forth.

(SEAL)

Elmer Coon,

My commission expires March 2, 1911.

Filed for record at Tulsa Dec. 6, 1909 at 5 o'clock P.M.

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

COMPLETED

LEASE.

THIS INSTRUMENT OF LEASE, made on this 27 day of Nov. 1909, by and between H. Levine, of Chelsea, Oklahoma, party of the first part, and Ross Grosshart, of Tulsa, Oklahoma, party of the second part.

WITNESSETH: That the party of the first part, being the owner of the property hereinafter described, does hereby let, lease, demise and farm let unto the party of the second part, for a period of five years from the 27 day of Nov. 1909, the following described real estate, to-wit:

The South Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of section Twenty-four (24) Township Twenty-one (21) North, Range Twelve (12) East; at an annual rental of One (\$1.00) dollar per acre, the same being the sum of Eighty (\$80.00) Dollars per year for each and every year during the continuance of this lease, the first year's rental, to-wit, \$80.00 being paid upon the execution and delivery of this lease the receipt of which is hereby acknowledged, and the party of the second part hereby agrees to pay the rental on or before the 27 day of Nov. of each year, in advance, during the life of this lease.

It is mutually agreed and understood by and between the parties hereto that the said party of the second part, his heirs, administrators or assigns, shall use the above described premises for agricultural purposes, and as a game or hunting preserve.

It is further mutually understood and agreed by and between the parties hereto that this lease shall be subject to any oil or gas lease which may now be upon said property, or which the party of the first part may hereafter place thereon, meaning thereby that the party of the first part, or its lessees,