

a single man, to me personally well known, as the grantor in the foregoing instrument and acknowledged to me that he executed the same for the consideration and purposes therein mentioned and set forth.

In Testimony Whereof I have hereunto set my hand, affixed my notarial seal the day and year above written.

(seal)

Rosa Ross, Notary Public.

My Term will expire Feby. 23, 1910.

Filed for record at Tulsa, Okla. Dec. 24, 1909 at 8 o'clock A.M.

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

COMPARED

#### AGRICULTURAL LEASE.

This indenture of lease made and entered into this 6th day of November, 1908, by and between Minnie Benge, party of the first part and A.G. Young party of the second part.

WITNESSETH: That for and in consideration of the sum of Three Hundred and Twenty five Dollars the receipt of which is hereby acknowledged and the performance of the conditions hereinafter mentioned the party of the first part hereby rents, lets, and lease unto the second party his heirs and assigns for agricultural purposes for a period of five years beginning January 1st, 1909, the following described real estate being the surplus allotment of the second party and situated in Tulsa County, State of Oklahoma to-wit: SW/4 of NE/4 and NW/4 of SE/4 of NE/4 of Section 3, Township 21 North, Range 13 East, containing 50 acres more or less according to the Government survey thereof.

To have and to hold the same unto said second party his heirs and assigns for a full term of five years commencing January 1st, 1909.

Provided always: that in the party of the first part shall refuse the party of the second part his heirs or assigns the free and unrestricted use for agricultural purposes of the Homestead allotment of the second party the same being the E/2 of SE/4 of NE/4 and SW/4 of SE/4 of NE/4 of Section 3, Township 21 North, Range 13, East, situate in Tulsa County, State of Oklahoma for the period of five years commencing January 1st, 1909, Then the lease on the above described allotment of the party of the first part shall be and continue for a period of eight years commencing January 1st, 1909 instead of for five years as above mentioned and for the above mentioned consideration the receipt of which is hereby acknowledged. The party of the first part hereby grants the party of the second part the right to remove any buildings or fixtures other than fencing that the second party may put upon said land off from said land before the expiration of this lease. And the further right to sublet, assign or transfer this lease without the consent of the party of the first part.

The second party agrees to surrender peaceable possession of a said land to the first party on December 31, 1913, or December 31st 1915, as the case may be as agreed above.

Minnie Benge

A. G. Young.