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THIS INDENTURE ORF LEASE, Made on this 1st, day of October, 1909, by and between N. Levine, of Chelsea , Oklahoma, party of the first part, and Ross Grosshart, of Tulsa, Oklahoma,, party of the second part:

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WITNESSETH: That the party of the first part being the ownwr 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 first day of October 1909, the following described real estate, to-wit:

South Half $(\frac{1}{2})$ of the North East Quarter $(\frac{1}{2})$ of Section Twelve (12), Township Twenty One (21) North, Range Twelve (12) East: at an annual rental of One ($\frac{1}{2}$.00) Dollar per acre, the same being the sum of Eighty ($\frac{1}{80.00}$) Dollars per year for each and every year during the continuance of this lease, the first year's rental, to wit: $\frac{1}{80.00}$ 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 first day of October of each year, in advance, during the life of this lease.

It is mutually agreed and understood by and between theparties 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 between the parties hereto that this lease shall be subject oil or gas leases 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 his lessees, shall have the full right to use said land, or any portion thereof, for the purpose of producing oil or gas therefrom.

It is further agreed that in case the party of the second part shall fail to pay the rentals provided for in this lease, within thirty days after the same becomes due and payable, said lease shall thereupon become null and void.

IN WITNESS WHEREOF? THE PARTIES here unto have set hands, the day and year first $^{\parallel}$ above written.

M. Levine

Ross Grosshart

STATE OF OKLAHOMA,) : SS. COUNTY OF ROGERS.)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 1st, day of October, 1909, personally appeared N. Levine, to me known to be the identical person who executed the foregoing intrument as the party of the first part, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

J. B. Milam, Notary Public.

(SEAL) My commission expires March 31st, 1913.

STATE OF OXIAHOMA,) : SS.

COUNTY OF TULSA.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 9th, day of October 1909, personally appeared Ross Grosshart, to me known to be the identical person who executed the within and foregoing instrument as party of the second part and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposestherein set forth.

(SEAL) My Com. Ex. May 13, 1911.

Sophia Magnuson, Notary Public.

"Filed for record at Tulsa", Okla., Oct.11, 1909, at 8 o'clock A. M. H. C. Walkley, Register of Deeds (SEAL)