

the date of this lease. The failure of the second party, or its assigns or successors, to develop said property, or begin operations for said minerals above mentioned and specified, at some time within six years from the date of this instrument, shall forfeit all of its rights conveyed to it, but such failure to develop or operate for such minerals above specified shall not work a forfeiture of this lease or of any rights vested in the party of the second part, its successors and assigns hereunder, until the whole term of six years has expired.

It is understood by and between the parties, that all the conditions between the parties to this contract shall extend to their heirs, successors, and assigns.

It is further agreed that the party of the second part, its successors and assigns, shall have the right to maintain in any court having competent jurisdiction of the parties and the subject matter, an ejectment suit against the party of the first part, his heirs and assigns, or its successors and assigns, at any time during the life of this contract, should possession of the same for mineral purposes be denied and withheld from the party of the second part, and in such suit the plaintiff therein shall recover possession of the surface of all said lands or such part as suit may be brought for, and this right to sue in ejectment shall exist in the party of the second part, its successors and assigns, whether possession has or has not been in the party of the second part, its assign or successors.

And for the said considerations and other valuable consideration, I, Josephine Grimes wife of the said Chas. W. Grimes, have this day, and do by these presents, quit claim and surrender and grant, bargain and sell unto Southern Oil and Land Company, its successors and assigns, any and all my right and claim of dower and homestead in and to the above described land during the term of this lease, in so far as the same may conflict with the term of this lease.

In Testimony Whereof, We have hereunto set our hands and seals on the day and year first herein above written.

Charles W. Grimes (Seal)

Josephine Grimes (Seal)

Southern Oil and Land Company (Seal)

(Corporate Seal)

by E. L. Halsell, Its President (Seal)

attest by J. B. Kirkland, Its Secretary. (Seal)

Acknowledgment.

Indian Territory, Western District. 33.

Be It Remembered, That on this day came before me Chas. Haley the undersigned, a Notary Public duly commissioned and acting within and for the District and Territory aforesaid, Charles W. Grimes, to me personally well known as one of the parties grantor in and within the foregoing instrument, and stated that he executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

And I do further certify that on this day also voluntarily appeared before me, the said Josephine Grimes, wife of the said Chas. W. Grimes to me personally well known to be the person whose name appears upon the within and foregoing instrument, and in the absence of her said husband, declared that she had of her own free will executed said instrument and signed