

It is agreed that the party of the second part shall have the privilege of using sufficient water from the premises to run all necessary machinery and at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of one dollar, at any time thereafter by the party of the second part, their heirs or assigns, or by the first of said sum together with all amounts due hereunder, in the First Nat. Bank of Tulsa, the said party of the second, — its successors or assigns shall have the right to surrender this lease for cancellation, and delivery of said lease to the party of the first part in person or a deposit of the same with the money in the said First Nat. Bank of Tulsa shall operate as a complete surrender of all of the interests of the said party of the second part, its successors or assigns, in the said property, after which all payments and liabilities thereafter to accrue, in and by virtue of its terms, shall cease and determine and this lease shall become absolutely null and void.

In Witness Whereof, the said parties hereto have hereunto set their hands and seals this day and year first herein above written.

Attest

E. R. Marshall (Corporate Seal)

Secy. & Treas.

G. L. Elmore

Clara E. Elmore,

Minshall Oil & Gas Co.

W. W. Springer, Vice Pres.

United States of America, Indian Territory, Western Judicial District, 33. As this the 22 day of Sept 1906, before me, a Notary Public, within and for the — Judicial District of the Indian Territory appeared in person G. L. Elmore, to me personally well known to be the person whose name appears as one of the parties hereto upon the within and foregoing Oil and Gas Mining Lease and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I hereby so certify.

And I further certify that on this day also voluntarily appeared before me Clara E. Elmore wife of said G. L. Elmore, to me personally well known to be the person whose name appears upon the within and foregoing Oil and Gas Mining Lease, and in the absence of her said husband, declared that she had of her own free will executed said Oil and Gas Mining Lease and signed and sealed the foregoing instrument of deed therein expressed for the consideration and purposes therein set forth, without compulsion or undue influence of her said husband.

In Witness Whereof I have hereunto set my hand and affixed my seal as such Notary Public in the Judicial District of the Indian Territory, on the 22 day of Sept, 1906.

(Seal) Broken Arrow, D.T.

My commission expires Apr. 9, 1908.

W. P. Knaben.

Notary Public

Broken Arrow, D.T. Sept. 26, 1906.

P. D. M.
P. L. M.
P. L. M.
C. L. M.
C. L. M.
C. L. M.

No value used I hereby transfer all my Right title and interest to the within Lease to John W. Smith.

G. L. Elmore.

Signed and acknowledged before me a Notary Public this — day of Sept 1906.

(Seal) Broken Arrow, D.T.

W. P. Knaben.

Notary

Filed for Record Oct. 3, 1906 at 3:00 P.M.

Oliver Lorton

Deputy Clerk and Ex-officio Recorder.