

used in operating said property, and upon all of the unsold oil obtained from the land herein leased, as security for the payment of said royalty.

6. The lessee may at any time by paying the lessor all amounts then due as provided herein and the further sum of One Dollar, surrender and cancel this lease and be relieved from all further obligations or liability hereunder; Provided if this lease has been recorded lessee shall execute a release and record the same in the proper county recording office: Provided further, the lessee may surrender all the undeveloped portion of the leased premises, by paying the lessor all amounts then due and the further sum of One Dollar, which surrender shall not affect the terms hereof as to each producing well and ten acres of said premises as nearly in square form as possible next contiguous to and surrounding each of said wells, and execute and record a cancellation of premises surrendered.

7. Assignment of this lease or any interest therein may be made at any time.

8. Each and every clause and covenant of this indenture shall extend to the heirs, executors, administrators, successors and lawful assigns of the parties hereto.

9. IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

ATTEST:

DORA WRIGHT

(SEAL)

BELLE MADDOX

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

Before me, O. D. Neville, a Notary Public in and for said County and State, personally appeared Dora Wright, to me known to be the identical person who executed the within and foregoing lease, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

O. D. Neville, Notary Public.

(SEAL) My commission expires March 13-1911.

Filed for record Oct. 28, 1908, at 3.40 P. M.

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

OIL AND GAS LEASE.

THIS INDENTURE AND LEASE, Made and entered into the 29th, day of October, A. D., 1908, by and between James Pogue, minor, by Franklin Garland, guardian, Postoffice, address Muskogee, Oklahoma, of Township, County of Muskogee and State of Oklahoma, lessor, and Argue and Compton Company, a corporation of Tulsa, Oklahoma, Lessees.

WITNESSETH: That the said lessor for and in consideration of the sum of One Hundred Twenty Five Dollars, in hand well and truly paid by the lessees, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee, to be paid, kept and performed, has... granted, demised, released and let, and by these presents do grant, demise, lease and let unto the lessee, heirs or assigns, all of the oil and gas in or under the following described tract of land; also the said tract of land for the sole and only purpose of entering upon, operating thereon and removing therefrom said oil and gas, for the term of ten years from date, and as much longer thereafter as oil and gas is produced thereon, with the right to use oil, gas or water therefrom, and all rights and privileges necessary or convenient for such operation, also the right to remove at any time all property, pipe and improvements placed or erected in or upon said land by the lessee. Said land being all that certain