

fixtures placed on said premises; and/ further, upon the payment of One Dollars, at any time after giving three months notice by the party of the second part, his successors or assigns, to the party of the <sup>first</sup> ~~second~~ <sup>heirs</sup> ~~part~~, his ~~successors~~ or assigns, to the ~~party of the first part his heirs or assigns~~, said party of the second part his successors or assigns, shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this grant become absolutely null and void.

WITNESS THE FOLLOWING SIGNATURES AND SEALS.

WITNESS:.....

J. C. Beedy (SEAL)

James P. Allen (SEAL)

ACKNOWLEDGEMENT.

STATE OF MISSOURI, )  
HENRY COUNTY, ) SS.

Before me, a Notary Public, in and for said County and State, on this 21st, day of October, 1908, personally appeared James P. Allen and J. C. Beedy, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public, on the day last above mentioned.

Garland Ruffin, Notary Public.

(SEAL) My commission expires July 22nd, 1912.

Filed for record Nov. 7, 1908, at 2 P. M.

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

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 29th, day of October, A. D., 1908, by and between J. S. Davis, Guardian of Emma Davis, a minor, of Muskogee, Oklahoma, party of the first part, lessor, and Ballinger Oil Company, of Okmulgee, Oklahoma, party of the second part, lessee;

WITNESSETH: THAT the said party of the first part for and in consideration of the sum of Forty Dollars, in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the party of the second part, to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said party of the second part, its successors and assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, all of that certain tract of land situated in the County of Tulsa, State of Oklahoma, described as follows, to wit:

The Northeast Quarter of the Northwest Quarter and the South Half of the Northeast Quarter and the Northwest Quarter of the Northwest Quarter of Section Eleven, Township Nineteen, Range Eleven, and containing 160 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from this date, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, its successors and assigns.

In consideration of the premises the said party of the second part, covenants and agrees: 1st. To deliver to the credit of the first party, his heirs, executors, administrators,