

quarterly in advance, for each additional three months such completion is delayed from the time above mentioned for the completion of such well until a well is completed; and it is agreed that the completion of such a well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this lease. Such payments may be made direct to the lessor or deposited to his credit in Bank of Commerce, of Tulsa, Oklahoma.

First party to have gas free for fuel and light in the dwelling on said premises by making his own connections to any well thereon.

It is agreed that the second party shall have the privilege of using sufficient water oil and gas from said premises to run all machinery necessary for drilling and operating thereon and at any time to remove all machinery and fixtures placed on said premises; and further upon the payment of one dollars, at any time, by the party of the second part, his heirs, administrators, executors, successors and assigns, to the party of the first part, his heirs, executors, administrators and assigns, said party of the second part, his heirs, executors, administrators, successors and 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 lease become absolutely null and void.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

WITNESS:

John J. Smith (SEAL)

G. T. Braden (SEAL)

STATE OF OKLAHOMA,)
COUNTY OF TULSA.)

On this the 28th, day of October, 1908, personally appeared John J. Smith, to me known to be the person described in, and who executed the withinand foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed.

Grace Maples, Notary Public.

(SEAL) My commission expires Aug. 23, 1911.

Filed for record Nov. 9, 1908, at 1.30 P. M.

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

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OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 10th, day of November, A. D., 1908, by and between Charles Barney and James W. Coghill, of Chelsea, Oklahoma, parties of the first part, and M. C. Black of Muskogee, Okla., party of the second part.

WITNESSETH: That the said parties of the first part for and in consideration of the sum of One Dollar to them 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 said party of the second part, to be paid, kept and performed, have granted and conveyed, and by these presents do grant and convey unto the said party of the second part, his heirs, successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and of building tanks, stations and structures thereon to take care of the said products, all that certain tract of land, situate in Tulsa County, Oklahoma, to wit:

East Half of Northeast Quarter of Northwest Quarter of Section (34) Township (20) North, Range (13) East, containing Twenty acres, less S. R. & S. F. R. R. Right of Way, acres, more or less,