

event party of the second part fails to execute such a written release after ten days' notice in writing by the party of the first part, then and in that event, the qualified, acting, Vice-President of the Arkansas Valley National Bank, of Broken Arrow, Oklahoma, is hereby empowered to execute such release in behalf of said party of the second part.

All covenants and agreements herein set forth between the parties hereto shall extend to and be binding upon their heirs, executors, assigns and administrators.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, on the day and year first above written.

Knox M. Rowe  
Party of the first part

John D. Porter,  
Party of the second part.

STATE OF OKLAHOMA, TULSA COUNTY) SS.

Before me, A. M. Laws, a Notary Public, in and for said Tulsa County, Oklahoma, on this 10th, day of September, 1908, personally appeared Knox M. Rowe, to me known to be the identical person who executed the above and foregoing Oil and Gas Lease, as the party of the first part, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public, at Broken Arrow, Oklahoma, this 10th, day of September, 1908.

A. M. Laws, Notary Public.

(SEAL) My commission expires 3/13/1910.

Filed for record Nov. 25, 1908, at 4.50 P. M.

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

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#### OIL AND GAS LEASE.

THIS LEASE, Made this 20th, day of November, A. D. , 1908, by and between Etta Adair, of Fort Gibson, Okla., of the first part and Argue and Compton, Tulsa, Okla., of the second part,

WITNESSETH: That the said party of the first part in consideration of \$300.00 in hand paid, the receipt of which is hereby acknowledged, and the stipulations, rents and covenants hereinafter contained on the part of the said party of the second part, their heirs, executors, administrators, successors and assigns, to be paid, kept and performed, has granted, demised and let unto the said party of the second part, their heirs, executors, administrators, successors and assigns, for the sole and only purpose of drilling and operating for Petroleum Oil and Gas for the term of 10 years, or as long thereafter as oil or gas is found in paying quantities, all that certain tract of land situated in the County of Tulsa, State of Oklahoma, and particularly described as follows, to wit:

The North 20.29 Acres and SW. 10 Acres Lot 4 Sec. 4 and E2 N.E 4 SE4 Sec. 24 and the S 2 SE4 NE4 and NE4 NW4 SE4 Sec. 36 all in Township 21 N. Range 13 E. , containing 80 acres, more or less; excepting and reserving therefrom 150 feet around the buildings on said premises, upon which there shall be no well drilled; the boundaries of which shall be designated and fixed by the <sup>said</sup> party of the first part.

The second party hereby agrees in consideration of the said lease of the above described premises, to give said first party One Eighth, royalty share, of all the oil or mineral produced and saved from said premises, except that used for operating purposes on the premises, and the sum of One Hundred and Fifty Dollars per annum for each and every gas well drilled on the premises