

mises within three months from the date hereof, or pay at the rate of Twenty (20) Dollars, 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 Tulsa Okla. Reference is made to an order of probate Court for Tulsa County, Okla., dated Nov. 28, 1908, confirming this lease/ recorded in Book 43 page 277, Register of Deeds Office, Tulsa County, 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 dollar, 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 <sup>first</sup> above written.

WITNESS:...../

George L. Campbell (SEAL)

Guardian of ~~Ga~~ Elva Campbell

G. T. Braden (SEAL)

STATE OF OKLAHOMA, COUNTY OF TULSA, ) SS.

I, N. J. Gubser, County Judge in and for said County and in the State aforesaid, do hereby certify that George L. Campbell, Guardian, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 28, day of Nov. , A. D., 1908.

(COURT SEAL)

N. J. Gubser, County Judge (SEAL)

Filed for record Dec. 12, 1908, at 10.30 P. M.

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

OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into this 15th, day of December, A. D. 1908, by and between Elva May Garnes and Orville Ivan Garnes, by B. F. Garnes, guardian, and B. F. Garnes for himself being the only heirs of Earl Wilson Garnes, Deceased, parties of the first part and Jesse I. Gillespie, party of the second part:

WITNESSETH:) That the said party of the first part for and in consideration of the sum of Three Hundred (\$300.00) 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 herein after contained on the part of the said party of the second part, to be paid, kept and performed, has granted, demised & leased and let, and by these presents do grant, demise, lease and let