

day of January 1910. All improvements placed hereon to be and remain the property of <sup>said</sup> ~~the~~ owners of the land at the termination of said term, provided said Mann is not disturbed in his possession of said premises during the term herein provided of one year on the homestead and five years on the balance.

Should for any reason said second party not be permitted to remain on said land, or any part thereof, for the full term as herein provided, then as liquidated damages he may <sup>remove</sup> ~~recover~~ as his own property any improvements he has placed thereon.

Should any damage be done to ~~said~~ above premises by virtue of any person entering upon said land to drill for oil and gas under any contract entered into by said guardian, <sup>then such</sup> ~~then said~~ damage shall be deducted from any rents due or to become due as a payment thereon.

Full possession to be given second party January first 1909.

Permission is hereby given to sell or assign this lease, or sublet to responsible party or parties.

IN WITNESS WHEREOF, The parties hereto have signed this contract, the day and year first above written.

John Harry  
Guardian of Willie Harry and Liza (Eliza) Harry.

Executed in Triplicate.

George W. Mann

STATE OF OKLAHOMA, TULSA COUNTY. ) SS.

BEFORE ME, T. D. Evans, Notary Public, in and for said County and State, on this 31st day of December, 1908, personally appeared John Harry guardian and George W. Mann, 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.

T. D. Evans, Notary Public.

(SEAL) My commission expires 2/12/1911.

Filed for record at Tulsa, Okla., Dec 31, 1908, at 1.30 P. M.

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

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#### OIL AND GAS LEASE.

THIS INDENTURE, Made the 16th, day of December, A. D., 1908, between H. F. Ellingwood of the ..... of ..... County of Tulsa, and State of Oklahoma, lessor, and Cyrus S. Avery, Morris F. Knight and John S. Thomason, lessees.

WITNESSETH: That the lessor for and in consideration of Ninety and no/100 Dollars, the receipt whereof is hereby acknowledged, being rental in advance for twelve months from the date hereof, does hereby grant, demise and let unto the said lessee, all the oil and gas in and under the following described tract of land, with covenant for the lessee's quiet enjoyment of the term, and the lessor has the right to make this lease to the said lessee; together with the exclusive right unto the lessee to operate and drill for petroleum and gas, to lay and maintain pipe lines, to erect and maintain telephone and telegraph lines, and buildings convenient for such operations; and the right to use water and gas from said lands in operating same, and the right of way over same for any purpose, and the right of ingress, egress and regress for such purposes, and of removing either during or at any time after the term hereof, any property or improvements placed or erected in or upon said land by said lessees, and the right of subdividing and releasing all or any part of that tract of land situated in the county of Tulsa