

acre until a well is commenced thereon, or until this lease is cancelled as hereinafter provided. And it is agreed that a completion of a well shall be and operate as a full liquidation of all rental under this provision during the remainder of this lease. All rentals and other payments may be made direct to part of the first part or may be deposited to his credit at I" Nat'l Bank Tahlequah and a failure on the part of the second party to comply with the terms of this covenant, by either the commencing a well within the time aforesaid or paying said rental, shall render this lease and agreement null and void, and not to remain or be continued in force ~~and~~ or be revised without the consent of both parties in writing, and all rights claims and demand of any kind or nature, of any and all parties hereunder shall thereupon cease, determine and be extinguished with like effect as if this agreement had never been made.

It is understood that all the terms and conditions between the parties shall hereto extend and apply to their respective heirs, executors, administrators and assigns.

IN WITNESS whereof, the said parties have herunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of.

Witness.  
C.A. Rees

his  
Henry X Ross  
mark

~~Max~~ N.O. Taylor

State of Oklahoma )  
Cherokee County ) SS

Before me, a Notary Public in and for said County and State on this 23 day of Sept personally appeared Henry Ross to me known to be the identical person who executed the within and foregoing instrument and acknowledged 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 official seal the day and year above set forth.

SEAL.

M.C. Reville  
Notary Public

My commission expires 6-12-1912.

Filed for record Sep 24 1908 at 8:15 A.M. H.C. Walkley Reg of Deeds (SEAL)

@@

-----: OIL AND GAS LEASE :-----

AGREEMENT Made and entered into the 8th day of September A.D. 1908 by and between Ruby M Rice of Muskogee Oklahoma party of the first part and E.C. Reid of Tulsa Oklahoma, party of the second part,

WITNESSETH: That the said party of the first part in consideration of the sum of One Dollar to her 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, has granted and conveyed, and by these presents does grant and convey unto the said party of the second part, his 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~~