

and further, upon the payment of one Dollars, at any time, by the party of 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:

M. B. Wellborn

Eufaula, Okla.

William C. Licatke

Eufaula, Okla.

State of Oklahoma (

SS.

County of McIntosh)

Levi Childers (SEAL)

Guardian of Bettie Depriest, a minor (SEAL)

G. T. Braden (SEAL)

(SEAL)

Before me, Arthur E. Raiford Notary Public in and for said County and State on this the 5th, day of October, A. D. 1908, personally appeared Levi Childers as guardian of Bettie Depriest, a minor, to me known to be the identical person who executed the within and foregoing instrument, 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. In witness whereof I have hereunto set my hand and official seal the day and year last above written:

(SEAL) My commission expires the 13th day of July A. D. 1911.

approved this 5th day of October 1908 Frank W. Rushing County Judge

Arthur E. Raiford

Notary Public.

(SEAL) Filed for record in my office on Oct. 20, 1908. at 8:40 o'clock a.m., H. C. Walkley register of Deeds.

COMPARED

Coal
OIL LEASE.

THIS LEASE, Made this 14th day of Oct. A. D. 1908, by and between Carry M. Keys of Statford, Okla. of the first part, and Paul *Griffin* Jinks, Okla. of the second part.

WITNESSETH, That the said party of the first part, in consideration of \$10. 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, her 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 his heirs, executors, administrators, successors and assigns, for the sole and only purpose of drilling and operating for coal for the term of 50 years or as long thereafter as coal is found in paying quantities, all that certain tract of land situated in Tulsa County, State of Oklahoma, and particularly described as follows, to-wit: Sub Division of N E 4 of S W 4 of Section 35 Township 22, Range 13, containing 40 acres, more or less; excepting and reserving therefrom acres around the buildings on said premises, upon which there shall be no wells drilled; the boundaries of which shall be designated and fixed by the said part of the first part.

The said second party hereby agrees in consideration of the said lease of the above described premises, to give said first party 25cts. per ton royalty share of all