

now are, the usual wear unavoidable accidents and loss by fire excepted, and will not make or suffer any waste thereof, nor lease, nor underlet, nor permit any other person or persons to occupy the same or make or suffer to be made, any alteration ^{therein} without the consent of said party of the first part in writing having ^{been} first obtained; and not use or occupy said premises for any business or thing deemed extra hazardous on account of fire ^{and} upon the violation ^{of} or default in any of the preceding covenants and provisions or the non-payment of the rent as aforesaid, the said party may at his election, declare this lease at an end, and recover the possession of said premises as if held by forcible detainer, the said party of the second part hereby waiving any notice of such election, or any notice or demand for the possession of said premises.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.

In witness whereof, The said parties have hereunto set their hands the day and year first above written

Executed in presence of *l*

State of Oklahoma)
Tulsa County .) SS

C J. Wrightsman

F.C. Sellmeyer

Before me, K.C. Miller a Notary Public on this 4th day of September 1908 personally appeared C.J. Wrightsman and F.C. Sellmeyer who are 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.

Witness my hand and Notarial seal the day and year last above written.

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My commission expires . Notary Public within and

K.C. Miller

Notary Public

for Tulsa County Oklahoma . My commission expires Nov 29/1911

SEAL. Filed for record Sep 5 1908 at 9:10 A.M. H.C. Walkley Reg of Deeds (SEAL)

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

IN consideration of the sum of One Dollars the receipt of which is hereby acknowledged James Fannie Warren (nee) French and J.H. French (her husband) of Catoosa Okla first party hereby grant and convey unto James Wykoff of Bartlesville Okla second party all the oil and gas in and under the premises hereinafter described, together with said premises for the purpose and with the exclusive right to enter thereon at all times by self, agents, assigns, and employees, to drill and operate wells for oil and gas and water and to erect, maintain, repair, occupy and remove all buildings, structures, pipe lines, machinery, fixtures and appliances that second party may deem necessary convenient or expedient to the production of oil, gas and water thereon and the transportation of oil and gas on, upon and over said premises and the highways, along the same except that first party shall have the full 1/8 part of all oil produced and saved on the premises and first party agrees to accept said share of said oil as full compensation for all the products of each well in which oil is found. Said real estate and premises is located in the County of Tulsa State of Oklahoma and described as follows, to wit :