

used off the premises while the gas from said well is so marketed and sold.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. And further to complete a well on said premises within three months from the date hereof; or pay at the rate of Twenty 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 well shall be and operate as a full liquidation of all rentals under this provision during the remainder of the term of this lease. Such payment may be made direct to the lessor or deposited to his credit in The First National Bank of Checotah Oklahoma.

Firstparty 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 Dollars 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} ~~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 the parties to this agreements have herunto set their hands and seals the day and year first above written.

Witness:

C.H. Minton

Seal.

J.G. Schofield

L S. Brandon

State of Oklahoma)

County of McIntosh .)

On this the 26 day of August 1908 before me personally appeared C.H. Minton to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

A.A.S mith

Notary Public

SEAL. My commission expires Feb 10 1912.

Filed for record Aug 27 1908 at 11 A.M. H.C. Walkley Reg of Deeds (SEAL)

~~CERTIFIED~~

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-----Order confirming Sale of Real Estate Probate No 160 :-----

State of Oklahoma)

In the County Court .

County of Tulsa .)

In the matter of the Estate of)
Weaver Ellis, Deceased .

Order Confirming sale of Real Estate and approving Deed .

Probate No 160 .

Now, on this 26th day of August A.D. 1908 the ^{petition} ~~petition~~ of Eli Ellis and Eliza Ellis coming on to be heard, praying for an order approving the sale of the real estate described in said petition, to Amos W Lord, Huletta F Abby and William F Tucker.

And it appearing to the Court upon satisfactory proof, that Eli Ellis and