

commit, to suffer to be committed, any waste upon the said premises; nor to permit thereon the accumulation of any waste or rubbish, nor to use the said premises in any manner that would tend to increase the fire hazard thereon, or to tend to decrease the market value thereof; and at no time to introduce into or keep upon the said premises any substances forbidden by law or ordinances.

It is further understood and agreed that the said sale is made under the express agreement that time is the essence of this contract and all of payments herein required to be made, and of all covenants herein contained, and that in the event said purchaser shall fail or refuse to make any of the payments herein provided for, or make default in paying any taxes or special assessments against said property, when due, or in case of the purchaser's breach of the other terms or conditions of this contract, the said vendor may at it's option, by written notice, rescind this contract, and the said purchaser agrees that in such an event, all of the payments heretofore made by him, shall be held and retained by said vendor as rental for the use of said premises during the time which may have elapsed, and immediately upon such notice to return and deliver up possession of the said premises to said vendor without hindrance or delay, and title to any and all buildings and improvements upon said property shall, upon such breach, vest absolutely in said vendor, as liquidated damages for the purchaser's breach of this contract.

This contract is to be binding upon the heirs, executors, administrators and assigns of both parties hereto provided, however, that said purchaser shall have no authority to assign this contract except with written consent of vendor, endorsed hereon.

Executed in triplicate at Tulsa, Oklahoma, this 11th day of February, 1924.

Harry A. Patton, Vendor.

H. L. Briner, Purchaser  
Ruby May Briner

Witness.

STATE OF OKLAHOMA, }  
COUNTY OF TULSA, } SS.

BE IT REMEMBERED, That on this 11th day of February, 1924, before me, a Notary Public in and for said County and State, personally appeared Harry A. Patton, and H.L. Briner, 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 official seal the day and year first written above.

My commission expires Mar. 24, 1927. (SEAL) R.R. McCormick, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, February 16, 1924, at 2:20 o'clock P.M. and recorded in book 443, page 272.

By Brady Brown, Deputy. (SEAL) O.G. Weaver, County Clerk.

#251287 NS

RELEASE OF OIL AND GAS LEASE

COMPARED

KNOW ALL MEN BY THESE PRESENTS;

That Joseph Koehler does hereby release, relinquish and surrender to the lessor Samuel Cupps, a widower, his heirs, assigns, and legal representatives, all right title and interest, in and to a certain oil and gas mining lease, made and entered into by and between Samuel Cupps, a widower, of Alsuma, Oklahoma, as lessor, and B.W. Grant, as lessee, dated the 13th day of November, 1922, covering the following described land to-wit;

The Southwest Quarter (SW 1/4) Section 35, Township 19 North, Range 13, East, and containing 160 acres, situated in the County of Tulsa, and State of Oklahoma, said