

same rentals and conditions as provided herein.

It is further agreed by and between the parties that if the lessor shall, at any time during the term covered by this lease, desire to sell the premises demised herein, that he shall give the lessee the privilege of purchasing same upon the same terms and conditions agreed upon between the lessor and any other person.

It is further agreed, that at the end of this lease, or sooner termination thereof, the lessee shall give peaceable possession of the premises to the lessor in as good condition as they are now, the usual wear and tear and damage by the elements alone excepted. And upon the non-payments of the rent or any part thereof at the time said rentals are due, said first party may distraint for rent due and declare this lease at an end and void, and re-enter and recover possession by forcible entry and detainer and notice of such election and demand of possession are hereby waived.

The covenants and agreements of this lease shall extend to and be binding upon the heirs executors and assigns of the parties hereto.

Witness our hands and seals the date first above written, P. L. Jones, Party of the/

STATE OF OKLAHOMA)
COUNTY OF TULSA)

SS

First part
Anna Haney Party of the "g
Second part

Before me, P. L. Long a Notary Public in and for said County and State, on this 14 day of April, 1924 personally appeared P. L. Jones to me known to be the identical person who executed the within and foregoing instrument of lease, 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. Witness my hand and official seal the day and year above set forth.

My commission expires 9-6-1927 (seal) P. L. Long Notary Public,
Filed for record in Tulsa, Tulsa County, Oklahoma, April 21- 1924 at 4:30 O'clock P. M. and
Recorded in Book 484, Page 315.

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

#256315 EC

ASSIGNMENT OF OIL AND GAS LEASE;

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS; on the 16th day of May, 1923, an oil and gas minning lease was made by Henry Hornecker and Belle Hornecker, his wife, as lessors, to E. C. Funk and John T. Lindsay as Lessees, which was intended to cover the following described land situate in Tulsa County, State of Oklahoma, to-wit;

Southwest Quarter (SW $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of Section
Five (5), Township Sixteen (16) North, Range Thirteen (13) East;

but in which said Range was misdescribed as Range Thirteen (13) West, which lease is of record in the office of the County Clerk of said County in Book 463, at Page 29, And

WHEREAS, on the 9th, day of August, 1923, said E. C. Funk and John T. Lindsay assigned and conveyed an undivided one-half of said oil and gas lease, and of the oil and gas leasehold estate thereunder, to Thompson & Black, as association composed of M. W. Thompson and E. B. Black, Which assignment is of record in the office of the County Clerk of said County in Book 409, at Page 544, And

WHEREAS, on the 27th, day of October, 1923, the said E. B. Black, by quit claim deed recorded in the office of said County Clerk, in Book 458, at Page 378, assigned to said M. W. Thompson all of his (the said E. B. Black's) interest in and to said lease, And,

WHEREAS, on the 26th, day of October, 1923, for the purpose of reforming the above mentioned oil and gas lease by correcting the aforesaid misdescription therein of the land it was intended to cover, the same lessors made to said E. C. Black and John T. Lindsay a second oil and gas lease for the same terms, of the same land to-wit,