

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 (3) months from the date hereof or pay at the rate of ten 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 rental under this provision during the remainder of the term of this lease. Such payments may be made direct to the lessor or deposited to his credit in the American National Bank, Sapulpa, Okla. First party to have gas free for fuel and light in the dwelling on said premises by makingown connections to any well thereon.

It is agreed that second party is to 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 dollar, 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, administrators, executors, 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:

J.W. Russell, Guardian of Clemmie Russell, (SEAL)
a minor. *Seal*

STATE OF OKLAHOMA, TULSA COUNTY.) SS.

I, K. C. Miller, Notary Public in and for said County and the State aforesaid, do hereby certify that J. W. Russell, Guardian of Clemmie Russell, personally known to me to be the same person, whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 23rd, day of January, A. D., 1909.

K. C. Miller (SEAL) Notary Public.

(NOTARIAL SEAL) Notary Public, within and for Tulsa County, Oklahoma. My commission expires Nov. 29, 1911.

Filed for record at Tulsa, Okla., Feb. 1, 1909, at 2.10 P. M.

H. C. Walkley, Register of Deeds (SEAL)

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COMPARED

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 25th, day of January, A. D., 1909, by and between J. W. Russell, Guardian of Estle I. Russell, a minor of County of Tulsa, State of Oklahoma, party of the first part, and Levi Smith, party of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar to him in hand well and truly paid by the said part .. of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said party of the second part to be paid, kept and performed, has granted,