

cultivated portions of the premises and to pay for all damages to ~~growing~~ crops caused by said operations.

Provided, however, that, if ~~any~~ well is not commenced on said premises within Four (4) months from the date hereof, then this lease and agreement shall be null and void.

And it is agreed that the completion of a well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this lease. All rentals and other payments may be made direct to party of the first part or may be deposited to her credit at The Central National Bank, Tulsa, Okla. And further upon the payment of One Dollar at any time after 1 year by the party of the second part, his heirs and assigns to the party of the first part, her heirs and assigns, said lessee 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.

All the <sup>conditions</sup> ~~covenants~~ between the parties hereto shall extend ~~to~~ and apply to their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, the day and year above written.

Signed sealed and delivered

Mary P. Davis (SEAL)

in presence of:

By W. M. Wilson (SEAL)

Atty. in Fact. *(seal)*

ACKNOWLEDGEMENT.

TULSA COUNTY, )  
: SS.  
STATE OF OKLAHOMA.

BE IT REMEMBERED, that on this 4, day of March 1909, came before me, a Notary Public within and for the above named County & State, duly commissioned and acting as such, W. M. Wilson, Atty. in Fact for Mary P. Davis, to me personally <sup>well</sup> known to be the <sup>party whose</sup> ~~person whose~~ name appears upon and signed to the foregoing lease ~~as the~~ party grantor, and stated to me that --- had so signed and executed the same, for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Tulsa Okla., this <sup>4</sup> day of March 1909.

W. O. Buck, Notary Public.

(SEAL) My commission expires as such Notary Public July 7<sup>th</sup> 1911.

Filed for record at Tulsa, Okla., Mar. 4, 1909. at 4 P. M.

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

COMPALED

\* OIL AND GAS LEASE.

THIS AGREEMENT, made this 4th, day of March, A. D., 1909, by and between Ruth A. Davis, of the first part, and H. C. Tyrell, of the second part:

WITNESSETH, That the said party of the first part, for One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned, has granted, demised, leased and let unto the party of the second part, his heirs and assigns, all the oil and gas in and under the certain tract of land hereinafter described, and also <sup>all</sup> the said tract of land for the purpose and with the exclusive right of drilling and operating for said oil and gas, which said