

In further consideration for the payment of said sum of one Dollar first above mentioned first party grants unto second party the exclusive option and right to release and terminate this grant or any undrilled portion thereof at any time; thereafter all liabilities of second party as to the portion released shall cease and determine.

Second party shall have the right to use sufficient gas, oil and water to drill all wells and for all purposes necessary or convenient in operating the same.

The terms and conditions of this grant shall extend to the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this 19th, day of Dec. 1908.

WITNESS:

J. L. Rogers

(SEAL)

STATE OF OKLAHOMA,)
: SS.
COUNTY OF TULSA.)

On this 19 day of Dec. A. D., 1908, before me, A. B. Laffoon, a Notary Public in and for said County and State, personally appeared John L. Rogers, and to me known to be the identical person who executed the within and foregoing instrument 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.

Given under my hand and official seal, this 19th, day of Dec. 1908.

A. B. Laffoon, Notary Public.

(SEAL) My commission expires 7/8/1911/

Filed for record at Tulsa, Okla., Dec. 29, 1908, at 2 P. M.

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

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OIL AND GAS LEASE.

THIS INDENTURE, Made the 16th, day of December, A. D. 1908 between Chas L. Brown and Hiram E. Ellingwood of theof.....County of Tulsa, and State of Oklahoma, lessors, and Cyrus S. Avery, Morris F. Knight and John S. Thomason, lessees.

WITNESSETH: That the lessors in consideration of One Hundred Fifty and no/100 Dollars, the receipt whereof is hereby acknowledged, being rental in advance for twelve months from the date hereof, do hereby grant, demise and let unto the said lessee, all the oil and gas in and under the following described tract of land, with covenant for the lessee's quiet enjoyment of the term, and that the lessors has the right to make this lease to the said lessee; together with the exclusive right unto the lessee to operate and drill for petroleum and gas, to lay and maintain pipe lines, to erect and maintain telephone and telegraph lines, and buildings convenient for such operations; and the right to use water and gas from said lands in operating same, and the right of way over the same for any purpose, and the right of ingress, egress and regress for such purposes, and of removing either during or at any time after the termination hereof, any property or improvements placed or erected on or upon said land by said lessee and the right of subdividing and releasing all or any part of that tract of land situated in the County of Tulsa, and State of Oklahoma, and described as follows, to wit:

The South Half of the Northwest Quarter and the Southeast Quarter of the Northeast Quarter of the Northwest Quarter, all in Section Twenty Seven (27), Township Twenty Two (22) North, Range Thirteen (13) East, and SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 30. Tp. 22 N, Rg. 13 E. containing One Hundred acres, more or less.

TO HAVE AND TO HOLD unto and for the use of the lessee for the term of five years from