and be accepted as full and legal surrender of lessee rights under this lease.

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IN WITNESS WHEREOF, we, the said parties hereto, have hereunto set our hands and seals the day and year first above written.

Approved January 2, 1909. <u>N. J. Gubser,</u> County Judge.

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

Before me, Samuel C. Davis, a Notary Public in and for said County and State, on this 2nd day of January, 1909, personally appeared John Harry, guardian of Susie Harry, a minor, ito mee known to be the identical person who executed the within and foregoing instrument and acknowledged to me that the executed the same as his free and vlountary act and deed for the uses and purposes therein set forth.

John A. Steel

Samuel C. Davis? Nostry Public

(SEAL) My commission expires March, 29th, 1910.

Filed for record at Tulsa, Okla., Jan. 5th, 1909, at 3 P. M.

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

John Harry (SEAL) Guardian of Susie Harry, a minor.

(SEAL)

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OIL AND GAS LEASE.

THIS AGREEMENT, Made and this 25th, day of November, A. D. ,1908, between Freddie M. Bussey, & minor, by his guardian F. M. Bussey, of Collinsville, Oklahoma, party of the first part hereinafter designated as lessor, and Charles Francis, of Collinsville, Oklahoma, party of the second part, hereinafter designated as lessee,

WITNESSETH: That the lessor, for and in consideration of the covenants and agreements hereinafter contained and the sum of Four Hundred Fifty and no/100 Dollars (\$450.00), the receipt of which is hereby acknowledged, does hereby demise, let and grant unto the lessee all the oil and gas in or under that certain tract of land situated inTownship, Tulsa County, State of Oklahoma, described as follows, to wit:

The NWA of the SEA and the W2 of the NEA of the SEA and the SEA of the NEA of the SEA of Section 9, Township 21 North, Range 14 East of the Indian Meridian and containing Seventy (70) acres, more or less.

Together with the exclusive right to enter upon at all times for the purpose of drilling and operating thereon for oil, gas and water and to erect maintain and remove all buildings structures, pipes, pipe lines and machinery necessary and convenient for the production, storage and transportation of oil, gas for water.

TO HAVE AND TO HOLD the said premises for a term of years ending February 5, 1914. THE ABOVE GRANT IS MADE UPON THE FOLLOWING TERMS:

1. The lessee agrees to commence operations upon said premises within one year from this date or thereafter to pay the lessor and annual rental of One Dollar per acre in advance for further delay until operations are commenced. Said rentals to be deposited to the credit of the lessor in First National Bank of Collinsville, Oklahoma, or to be paid direct to the said lessee, and a failure to commence said operations or to pay said rentals shall render this lease null and void and neither party hereto shall be held to any accrued liability or to pay any damages or be liable upon any stipulations or conditions herein contained.