

be accepted as full and legal surrender of lessor's rights under this lease.

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

Pleasant Grayson (SEAL)

Cyrus S. Avery *etal*, (SEAL)

Morris F. Knight (SEAL)

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

Before me, a Notary Public, in and for said County and State on this 8th, day of April, 1909, personally appeared Pleasant Grayson, 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.

A. B. Davis, Notary Public.

(SEAL) (My commission expires Nov. 26, 1911.

Filed for record at Tulsa, Okla., Apr. 8, 1909. at 3 o'clock P. M.

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

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Done at

OIL AND GAS LEASE.

THIS AGREEMENT, Made this 30th, day of March, A. D., 1909, between William Nero, lessor, and G. C. Hughes, lessee.

WITNESSETH: That the lessor in consideration of Fifty Dollars, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby demise and grant unto the lessee, his heirs, successors and assigns, all the oil and gas in and under the following described tract of land, and also the said tract of land for the purpose and with the exclusive right of operation thereon for said oil and gas, together with the right of way, the exclusive right to lay pipe over and upon, to erect and maintain all machinery, buildings, powers, tanks, fixtures, etc., necessary or required in the operations for oil and gas and also the right to remove at any time all property placed thereon by the lessee which said tract of land is situated in the County of Tulsa, State of Oklahoma.

The Southeast Quarter of Section Fourteen, Township Nineteen North, and Range Ten East being the allotment of Sadie Nero, deceased, containing in all 160 acres, more or less.

TO HAVE AND TO HOLD THE SAME unto the lessee, his heirs, successors and assigns, for the term and period of ten years from the date hereof, and as much longer as oil or gas is found in paying quantities thereon; yielding ^{and paying} to the lessor the 10th, part of all oil produced and saved from the premises, delivered free of expense into tanks or pipe lines to the lessor, his credit; and should any well produce gas in sufficient quantities to justify marketing, the lessor shall be paid at the rate of 100 Dollars per year for such well, as long as the gas therefrom is sold.

In case no well be commenced on the above premise within Two Years from the date hereof this lease shall become null and void and without ^{will} further effect whatever; unless the lessee shall pay for the delay at the rate of 25.00 Dollars in advance for each and every one year hereafter until a well is commenced or this lease surrendered as hereinafter provided. Such payments may be made in hand or by check mailed to his address or deposited in Citizens Bank at Okmulgee.

And it is hereby mutually agreed that the drilling of a well to sand upon said premises