

risk and expense.

Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises and to pay for all damages to growing crops caused by said operations.

Provided, however, that, if a producing well is not completed on said premises within one year from the date hereof, then this lease and agreement shall be null and void, unless the party of the second part, within each and every year after the expiration of the time above mentioned for the completion of a well, shall pay a rental of One Dollar and Fifty cents per acre until a producing well is completed thereon, or this lease is cancelled as hereinafter provided. 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 made may be made direct to party of the first part or may be deposited to her credit at Farmers National Bank, Tulsa, Okla. And further upon the payment of One Dollar at any time after one 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 conditions 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

W. M. Wilson (SEAL)

in Presence of :

Attorney in Fact for Ruth A. Davis.

C. W. Butterworth

Charles C. Simmons (SEAL)

Paul C. Meyer

ACKNOWLEDGEMENT.

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

On this 5th, day of May, A. D., 1909, before me personally appeared Dr. W. M. Wilson and Charles C. Simmons, to me personally known to be the persons who executed the foregoing lease or instrument in writing. and to me they severally acknowledged that they executed the same.

Paul C. Meyer, Notary Public.

(SEAL) My commission expires Dec. 7th, 1912.

Filed for record at Tulsa, Okla., May 5, 1909, at 11 o'clock A. M.

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

f. f. f. f. f. f. f. f. f. f. f. f. f. f. f. f.

OIL AND GAS LEASE.

THIS AGREEMENT, Made this Fourth day of May, A. D., 1909, by and between Mary Davis, of the first part, and Charles C. Simmons, 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 that certain tract of land hereinafter described, and also all the said tract of land for the purpose and with the exclusive right of drilling and operating thereon for oil and gas; which said tract of land is situated in the County of Tulsa, State of Oklahoma, and described as follows