

The said party or the second part further to have the privilege of excavating for water and or using sufficient water, Gas and Oil from the premises herein leased to run the necessary engines for the prosecution of said business.

5th. Second party shall bury, when requested so to do by first party, all the Gas lines used to connect Gas off said premises and pay all damages to timber and crops by reason of the burying, repairing or removal of lines of pipe over the said premises.

5th. No well shall be drilled nearer than 200 Two Hundred feet to any building on said premises.

7th. Second party may at any time pay all rentals and royalties then due, remove all his property and re-convey the premises hereby granted, and thereupon this instrument shall be null and void and further payments cease.

8th. A deposit to the credit of lessor in Talliquah State Bank, to the amount of any of the money payments herein provided for, shall be a payment under the terms of this lease.

9th. If no well shall be drilled upon said premises within 10 years from this date second party agrees to re-convey and thereupon this instrument shall be null and void.

10th. So long as Oil or Gas is found in paying quantities on these premises the privilege of operating therefor shall continue.

11th. It is hereby agreed that if the party of the second part fails to comply with this instrument or any part of it, then and in that event this lease shall become null and void and of no effect and second party shall re-convey the premises leased.

IN WITNESS WHEREOF, the parties shall have hereunto set their hands and seal this 17 day of November A.D. 1909.

Signed, sealed and delivered
in the presence of.

Mary C. Jones

x x x

This in my mark. Cade Jones.

E.I. Burr.

E. H. Hirsh.

STATE OF OKLAHOMA)
) S.S.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on the 17th day of November A.D. 1909 before me a Notary Public in the County and State aforesaid came Mary C. Jones and her husband Cade Jones, personally known to me to be the same person who executed the foregoing instrument and said person duly acknowledged the execution of the same.

Witness my hand and seal the day and year aforesaid.

(SEAL)

Fred W.O. Johnson, Notary Public.

My commission expires the 30th day of September A.D. 1912. .

Filed for record at Tulsa Nov. 18, 1909 at 3:45 o'clock P.M.

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

MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS: That Rufus Roberts a single man, of Catoosa, Oklahoma, party of the first part, for and in consideration of the sum of Five Hundred and no/100 (\$500.00) Dollars the receipt of which is hereby acknowledged, has mortgaged, and hereby mortgage unto Lynde-Bowman-Darby Company, a corporation, at Muskogee, Oklahoma, its successors or assigns, the following property situate