

kind belonging to said second party. It is especially agreed that a well shall be commenced within 60 days from date and operations shall continue until a well is completed to the 1700 ft. Oil sand, or this lease is null and void.

The said party of the second part agrees to commence one well within 60 days from date and complete same within a reasonable time from the date hereof (unavoidable accidents and delays excepted), and a failure to commence one well within such time and such place as above mentioned renders this lease null and void, and neither party hereto shall be held to any accrued liability, otherwise to be and remain in full force and virtue. It is understood by and between the parties hereto that the terms of this lease shall extend to and be binding upon their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, We, the said parties of the first part and second part, have hereunto set our hands the day and year first above written.

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Spire Berry

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George B. Harmon.

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Usher Carson

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

TULSA COUNTY ( S.S.

Before me, a Notary Public in and for said County and State on this 16th day of October 1909 personally appeared Spire Berry to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he had executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal as such Notary Public on the day last above mentioned.

(seal)

W.H. Pomeroy, Notary Public.

My commission expires June 24th, 1912.

Filed for record at Tulsa, Okla. Dec. 28, 1909 at 11 o'clock A.M.

H.C. Walkley Register of Deeds (seal)

COMPARED

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AGRICULTURAL LEASE.

THIS INDENTURE, made this 22 day of December 1909, by and between James Lewis, Guardian of Elsie Lewis, a minor, party of the first part, and R.W. Kellough, party of the second part:-

WITNESSETH:- That whereas, Elsie Lewis a minor, is the owner of the following described land, located in Tulsa County Oklahoma, to-wit:

The West half of the Northeast quarter of Section twenty-four (24), Township Twenty (20) North, Range thirteen (13) East, containing eighty acres, more or less.

Now, Therefore, for and in consideration of the sum of Sixty (\$60.00) Dollars, paid by second party to first party, the receipt whereof is hereby acknowledged, the first party herein has leased, devised, and let and by these presents does lease, devise and let unto the second party herein, the above described land for agricultural purposes for the term of One year ending January 1st, 1911, together with all the tenements and appurtenances thereunto belonging.

Said R.W. Kellough shall have the right to sublease any or all