

option of the said party of the first part, and he may retain all payments made as agreed and liquidated damages, including a note due July 1, 1909 for One Thousand Dollars, and recover immediate possession of said premises.

IN WITNESS WHEREOF, said parties have hereunto set their hands, this 11th, day of May 1909.

J. Z. Briggs
W. M. Wilson
Mrs. J. M. Bolinger
By W. M. Wilson, Agent.

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

Before me, Paul C. Meyer, a Notary Public, in and for said County and State, on this 11th, day of May, personally appeared JZ Briggs and W. M. Wilson, to me known to be the identical persons who executed the within and foregoing instrument, and severally acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal
at Tulsa, Okla., on the day last above written.

Paul C. Meyer,

(SEAL) My commission expires Dec. 7, 1912. Notary Public.

Filed for record at Tulsa, Okla., May 11, 1909, at 1.30 o'clock P. M.

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

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OIL AND GAS LEASE.

THIS INDENTURE, Made the 8th, day of May 8, A. D., 1909, between James O. Smith and May Smith, his wife, of the town of Alsuma, County of Tulsa and State of Oklahoma, lessor and the March Oil Company, lessee.

WITNESSETH: That the lessor in consideration of One Dollars, the receipt whereof is hereby acknowledged, being rental in advance for twelve months from the date hereof, does he rebuy grant, demise and let unto the said lessee, all the oil and gas in and under the following described tract of land, with covenant for the lessee's quiet enjoyment of the term, and that the lessors have the right to convey the premises to the said lessee; together with the exclusive right unto the lessee to operate and drill for petroleum and gas, to lay and maintain pipe lines, to erect and maintain telephone and telegraph lines, and buildings convenient for such operations; and the right to use water and gas from said lands in operating same, and right of way over same for any purpose, and right of ingress egress and regress for such purposes, and of removing either during or at any time after the term hereof, any property or improvements placed or erected in or upon said land by said lessee, and the right of subdividing and releasing all or any part of all that tract of land situated in the County of Tulsa, and State of Oklahoma, and described as follows. to-wit:

SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 19 North, Range 13 East, less a strip 10 rods wide across the North side, more particularly described as follows: Beginning at a point 90 rods South of the Section corner of Sections 34-35-27-26, in Twp. 19, Range 13 , Thence Running South 70 rods; Thence West 80 rods/ Thence North 70 rods; Thence East 80