

with the cultivated portions of the premises and to pay all damages to growing crops caused by said operations.

Provided however that if a well is not commenced on said premises within 4 months, from date of cancellation of Oil & Gas lease executed to Clinton B. Wiser & Percy D. Mc call by the said Tennessee J. Jordan, then this lease and agreement shall be null and void unless the parties of the second part within each and every month after the expiration of the time above mentioned for the drilling of a well, shall pay a rental of \$10.00 a month until a well is completed thereon, or until this lease is cancelled as herein-after 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 this lease.

All rentals and other payments may be made direct to the party of the first part or may be deposited to her credit at Cleveland Ok., And further upon the payment of One Dollar at any time after completion of one or more wells, by the parties of the second part, their heirs, successors and assigns, to the party of the first part her heirs, successors and assigns, said lessees 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 shall become absolutely null and void.

All the conditions between the parties hereto shall extend and apply to their heirs successors 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 in the presence of:

Tennessee J. Jordan (SEAL)

B. T. Hainer (SEAL)

H. B. Martin (SEAL)

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

On the day of August 20th, A. D., 1909, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared Tennessee J. Jordan, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, including the release and waiver of rights under the Homestead Exemption Laws, for the uses and purposes therein set forth, and desired that it might be recorded as such.

WITNESS my hand and official seal on the date above written.

J. H. Simmons, Notary Public.

(SEAL) My commission expires May 29, 1913.

Filed for record at Tulsa, Okla., Aug. 21, 1909, at 9 o'clock A. M.

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