

found in paying quantities, and to continue the production of oil or gas during the continuance of this lease, in case parties of the second part shall fail to find oil or gas in paying quantities on said premises, this lease shall become null and void, and parties of the 2nd, part shall execute a release of this lease. It is hereby mutually agreed between the parties hereto that a failure to produce oil or gas, or continue development on said premises for a period of Sixty (60) days during the continuance of this lease, breakdowns and unavoidable casualties or delays excepted, shall be deemed a forfeiture of this lease on the part of the parties of the second part.

9th. It is hereby agreed between the parties hereto that in case parties of the second part shall elect to abandon or forfeit this lease, or shall decide that oil and gas cannot be produced on said premises in paying quantities, and shall cease operations or production of oil or gas, party of the first part or her assigns, shall have the right or option to purchase all machinery or oil well supplies or appurtenances of any kind belonging to parties of the second part on said premises at such price as parties of the second part may be offered and be willing to accept for said machinery supplies and appurtenances. In case party of the first part shall not elect to so purchase said machinery, oil well supplies or appurtenances aforesaid belonging to parties of the 2nd part, within sixty days from the date that parties of the second part shall notify party of the first part of the abandonment of this lease, said second party shall have the right to remove all machinery and appliances of every kind belonging to parties of the second part on his executing a release of this instrument.

10th, A failure by parties of the second part to comply with any of the above conditions shall render this lease null and void.

IN WITNESS WHEREOF, the parties hereunto have set their hands, this the 21 day of Aug., 1909.

Adesta F. Hindman

C. J. Hindman

O. K. Eysenbach.

STATE OF OKLAHOMA,)
 : SS.
T U L S A COUNTY.)

BEFORE ME, a Notary Public, in and for said County and State, on this 21 day of August 1909, personally appeared _____ and _____ to me known to be the identical persons, who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal, the day and year first above written.

W. H. Pomeroy, Notary Public.

(SEAL) My commission expires June 24, 1912.

Filed for record at Tulsa, Okla., Sep. 24, 1909, at 1.30 o'clock P. M.

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