

And an Oil and Gas lease dated the 5th, day of March 1907, by Ruth B. Evans, lessor and M. M. & R. Company, a corporation, lessees upon the following described lands, to-wit.

South 3.56 Acres of Lot One (1), Two (2), South Half ( $\frac{1}{2}$ ) of North West Quarter ( $\frac{1}{4}$ ) of North East Quarter ( $\frac{1}{4}$ ), and South West Quarter ( $\frac{1}{4}$ ) of North East Quarter ( $\frac{1}{4}$ ) of Section Eleven (11), Township Twenty (21) North, Range Twelve (12) E. I. M. and containing 71.66 acres in Tulsa County, State of Oklahoma, said lease having been approved by the Department of the Interior, April 4th, 1908, and having been recorded in the office of the register of Deeds of Tulsa County, State of Oklahoma on the 30th, day of June 1908, in record 6, page 367 of said office.

Together with all the rights, privileges and liabilities given the M. M. & R. Company in said leases.

The purchase price of said leases to be paid as follows: \$4,000.00 cash in hand, receipt of which is hereby acknowledged and confessed and the remaining sum of \$4,000.00 on or before six months after date of this agreement.

It is agreed that time being the essence of this <sup>provision</sup> ~~contract~~ that a payment to the said M. M. & R. Company of the said remaining sum of \$4,000.00 within the time herein stipulated shall of itself consummate this agreement to sell, assign, transfer and set over the above described property to the said Okla Oil Company; the payment of said sum shall be acknowledged by the M. M. & R. Company in writing, in such form as the Okla Oil Company shall designate.

The failure of the Okla Oil Company <sup>v</sup> to make the deferred payment herein mentioned within the time herein mentioned, time being the essence hereof, shall of itself cancel and hold for naught this agreement to convey in so far as the rights of the Okla Oil Company are concerned; and shall entitle the M. M. & R. Company, to immediate possession of the property and shall divest them of the ownership of all oil and gas thereafter produced from said lands, and the sum paid by the Okla Oil Company to the M. M. & R. company herein acknowledged shall be the property of the M. M. & R. Company as an option upon the rentals for the property: Provided, the Okla Oil Company may within Sixty (60) ~~days~~ after the expiration of the Six (6) Months herein provided for, remove any improvements that it has placed upon the lands, unless such removal will materially injure the property, in which case the value of the improvements shall be ascertained and such improvements shall be paid for by the M. M. & R. Company.

During the six (6) months herein provided for, the Okla Oil Company is invested with all the rights of the M. M. & R. Company under said leases with a right to drill, develop and sell oil and gas produced from said lands the same as if this Assignment were consummated and the M. M. & R. company waives all claims to the proceeds of any oil and gas produced on said leases during its said six (6) months period.

IN WITNESS WHEREOF, the parties hereto have set their hands, this 2nd, day of September 1909.

(CORPORATE SEAL)

M. M. & R. company

ATTEST: W. P. Moore, Secretary.

By Benj. F. Rice, Acting President.

A C K N O W L E D G E M E N T.

STATE OF OKLAHOMA, )  
: SS.  
T U L S A C O U N T Y. )

BEFORE ME, Daisy Miller, a Notary Public, in and for said County and State, on this 2nd, day of September 1909, personally appeared Benj. F. Rice, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument,