

to complete said well within the time specified he shall pay to said party of the first part the sum of One (\$1.00) dollars per acre per year, the same to be paid quarterly in advance in the manner above provided, it being specifically agreed and understood, however, that when a well or wells are sunk, royalties shall be paid as herein agreed and all cash rentals shall cease.

The failure of said second party to complete said well or make said payments as above set forth, shall terminate this lease and the same shall become null and void, and either of said parties shall have the right to cancel this grant and conveyance by giving the other party sixty day's notice in writing his election so to do, and by paying or tendering the sum of One Dollar and releasing this grant or conveyance of record.

In consideration of the premises, the party of the first part hereby gives and grants to the party of the second part the exclusive right and privilege to lay, maintain and use pipe lines for gas, water and oil, upon, over and across said lands, said pipe lines to be at least 12 inches under the farming lands unless otherwise mutually agreed upon.

Witness our hands and seals the day and year above written.

Henry Sixkiller

Signed, sealed and delivered in presence of

Ralph H. Shaw, Coffeyville, Kans.

Lizzie Sanders, Westville, Okla.

I, B. W. Alberty, judge of the County Court of Adair County, State of Oklahoma do hereby approve the foregoing oil and gas lease.

Dated this 20th day of October 1909.

(SEAL)

B. W. Alberty, Judge of County Court

STATE OF OKLAHOMA)
ADAIR COUNTY.) ss

Before me, John H. Leeper a Notary Public in and for said county and state, on this 20th day of October 1909, personally appeared Henry Sixkiller grd. of Steala Sixkiller a minor, and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

John H. Leeper, Notary Public

My commission expires May 7, 1911.

Filed for record Oct, 29, 1909 at 1:30 o'clock P. M.

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

OIL AND GAS LEASE/

THIS AGREEMENT, Made and entered into this 20th day of October 1909, at Westville, State of Oklahoma, by and between Henry Sixkiller the duly appointed qualified and acting Guardian of Frank Sixkiller a minor, party of the first part, and William M. Davis of Wichita, Kansas, party of the second part.