

Northwest quarter (1/4) of the Southeast quarter (1/4) of the Northeast quarter (1/4) of Section Eleven (11), Township Twenty-one (21) North, Range Twelve (12) East, T. 21 N. R. 12 E. 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 366 of said office.

and

An oil and gas lease dated the 5th day of March, 1907, by Ruth B. Evans, lessor, and the M. M. & R Company, lessee, a corporation, upon the following described lands, to-wit:

South 3.66 acres of Lot one (1) Two (2), South half (1/2) of Northwest quarter (1/4) of Northeast quarter (1/4) and Southwest quarter (1/4) of Northeast quarter (1/4) of Section Eleven (11) Township Twenty-one (21) North, Range Twelve (12) East, T. 21 N. R. 12 E. and containing 71.66 acres, in Tulsa County, State of Oklahoma., said lease having been approved by the Department of the Interior April 4, 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 for said leases to be paid as follows: \$4000.00 cash in hand, receipt of which is hereby acknowledged and confessed, and the remaining sum of \$4000.00, on or before six months after the date of this agreement.

It is agreed, time being the essence of this provision, that a payment to the said M. M. & R. Company of the said remaining sum of \$4000.00 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 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 and 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