

~~or before the 1st day of January 1912, and said lessor agrees that possession of said land~~
shall be given to said lessees at once on this date, but if possession is not so given on this date, then rents are to commence from date of possession.

It is understood and agreed that all improvements placed on said lands by said lessee, their heirs or assigns, may be removed by them at or before the expiration of this contract, and no contract other or different from this shall ever be claimed by either of the parties hereto, unless the same is in writing and signed by each of them.

It is further understood and agreed by the parties hereto that said lessees agree to put about eight (8) acres of land on the southeast forty (40) acres of said land in alfalfa during the year of 1911, the alfalfa seed to be furnished to them by said lessor, and further that said lessees agree to fence off the plowed land on the south end of said eighty acres, and to repair the fences now around the outside of said eighty acres, to use the wire now on said premises for such repair work. It is further understood that this contract shall extend to and be binding upon the heirs, executors, administrators and assigns of all parties to this contract.

In witness whereof, the said parties hereto have hereunto set their hands to this instrument, at Collinsville, Oklahoma, this the day and year first above written.

William J. Fields, Party of the first part.

Brown & Ellingwood,
By Hiram E. Ellingwood,
Parties of second part.

Witnesses.
M.F. Iliff.

State of Oklahoma County of Rogers, SS.

Before me, M.F. Iliff, a Notary Public in and for said county and state, on this 9th day of December, A.D. 1910, personally appeared William J. Fields and Hiram E. Ellingwood, for Brown & Ellingwood, all of Collinsville, Oklahoma, 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 last above written.

(seal)

M.F. Iliff, Notary Public.

My commission expires March 16th, 1914

Filed for record at Tulsa, Oklahoma Dec 13, 1910 at 8 A.M.

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

COMPARED

RELEASE OF OIL AND GAS LEASE.

WHEREAS, on the 11th day of May, 1910, W.D. Flournoy made and executed and delivered to J.J. Callender, Tulsa, Oklahoma, an oil and gas lease upon the premises hereinafter described, which said lease was recorded in Book 79, Page 456 in the office of the Register of Deeds of Tulsa County, State of Oklahoma;

And whereas, said lease contains the following provisions:

"The party of the second part his heirs, executors, administrators and assigns shall have the right at any time on payment of-----dollars to party of the first part, his heirs, executors, administrators and assigns, 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 WHEREAS, the party of the second part now desires to avail himself of the foregoing provision, and to surrender said lease for cancellation, and has this day,