

heirs, executors, successors, and assigns, to the party of the first part, his heirs, executors, administrators and assigns, said party of the second part, his heirs, administrator, administrators, executors, successors, and assigns, shall have the right 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 this lease become absolutely null and void.

In witness whereof, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

Witness:

F. R. Perry,

Levi Smith,

F. B. Parriott as to M. L.

Benedum.

J. W. Russell (SPAL)
guardian of Estle I. Russell, a minor.

M. L. Benedum (SPAL)

STATE OF OKLAHOMA. }
COUNTY OF TULSA, } SS.

Be it remembered, that on this 30th day of December in the year of our Lord one thousand nine hundred and nine, before me, a notary public in and for said county and state, personally appeared J. W. Russell, guardian of Estle I. Russell, a minor to me known to be the identical person 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.

(seal) In witness whereof I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

Ellie Smith, notary public.

My commission expires 2/10-1913.

filed for record Jan. 14, 1910 at 11:30 o'clock A. M.

H. C. Walkley, register of deeds. (seal)

OIL AND GAS LEASE.

AGREEMENT, made and entered into the 30th day of December A. D. , 1909 by and between J. W. Russell, guardian of Glemmie Russell, a minor of Red Fork, county of Tulsa, state of Oklahoma, party of the first part, and M. L. Benedum of Pittsburg, Pa. party of the second part;

wetneseth, that the said party of the first part, for and in consideration of the sum of one dollar to him in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said party of the second part, to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said party of the second part, his heirs, administrator, executors, successors or assigns, for the sole and only purposes of mining and operating for oil and gas, and of laying pipe lines and building tanks, stations and structures thereon to take care of said products, all that certain tract of land situate in the