

FORFEITURE OF OIL AND GAS LEASE.

STATE OF OKLAHOMA,)
COUNTY OF TULSA.)

KNOW ALL MEN BY THESE PRESENTS: That, whereas on the 23d day of July, 1909 the undersigned O. K. Eysenbach made and executed a certain oil and gas lease to W. W. Rains of Little Rock, Arkansas, covering the following described real estate situated in Tulsa County, Oklahoma, to-wit:

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ less 2.48 acres St. L. & S. F. R. R.; and the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, all in Section 15, Township 19 North, Range 12 East, said lease being executed for a term of one year from its date, and as long thereafter as oil and gas was found in paying quantities, SUBJECT ALWAYS, HOWEVER, to the terms and conditions provided in a certain oil and gas lease, dated the 19th day of February, 1908, covering said described real estate, and executed by Pleasant Yargee to the said O. K. Eysenbach; that insaid lease executed on July 23rd, 1909, it was provided:

"Second party further agrees that he will operate any well or wells which may be drilled on this lease continuously until the \$1,000.00 has been fully paid; or in the event he fails to do so operate for a period of 45 days, unavoidable accident or delay excepted, this lease shall revert to the party of the first part."

And whereas on the 30th day of August, 1909, the said W. W. Rains assigned an undivided one-eighth interest in and to said lease hold estate ~~hold estate~~ to W. J. Hilliard, said assignment being subjected to the terms and conditions of said oil and gas lease, executed on the 23rd day of July, 1909, as aforesaid; and

Whereas, on the 15th day of September, 1909, the said W. W. Rains assigned an undivided one-eighth interest in and to said oil and gas lease hold estate to J. F. Ossenback and Joseph Ardizzone, said assignment being subject to the terms and conditions of said oil and gas lease executed on the 23 day of July, 1909 and

Whereas, on the 23d day of September, 1909, the said W. W. Rains assigned an undivided one-thirty-second interest in said leasehold estate to the said J. F. Ossenback and Joseph Ardizzone, same being subject to the said oil and gas lease executed on the 23d day of July as aforesaid; and

whereas, on the 5th day of October, 1909, the said W. W. Rains assigned an undivided one-sixteenth interest in said oil and gas leasehold estate to John F. Kerrigan, same being subject to the said oil and gas lease executed on the 23 day of July, as aforesaid; and

Whereas, on the 19th day of October, 1909, the said W. W. Rains assigned an undivided one-sixteenth interest in and to said oil and gas leasehold estate to John F. Kerrigan, same being executed subject to the said oil and gas lease executed on the 23d day of July, 1909, as aforesaid; and

Whereas, on the 22d day of October, 1909, the said W. W. Rains assigned an undivided one-fourth interest in and to said oil and gas leasehold estate to J. H. Winemiller, same being executed subject to the said oil and gas lease executed on the 22d day of July, 1909, as aforesaid.

That the said W. W. Rains and his said assignees have drilled and completed one well on said leasehold, known as well No. 1; that same was completed before the 1st day of January, 1910; that no work of any kind or operations of any kind