

now on said Premises.

Second Party shall pay for all damages caused by him to growing crops on said land.

Party of the second Part shall have the right at any time to remove all machinery and fixtures placed on said Premises, including the right to draw and remove casing.

All Payments which may fall due under this lease may be made directly to the lessor, or deposited to her credit in bank of Jenks, Jenks, Okla.

party of the second Part, his successors or assigns, shall have the right at any time, on the payment of one and 00/100 (\$1.00) Dollars to the Party of the first Part, her successors or 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. Provided this surrender clause and the option therein reserved to the lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law or equity by the lessee to enforce this lease, or any of its terms, or to recover possession of the leased land of any part thereof against or from the lessor, her heirs, executors, administrators or assigns, or any other person or persons.

All covenants and agreements herein set forth between the Parties hereto, shall extend to and be binding on their heirs, executors, administrators, successors or assigns.

Witness our hands and seals this day and year first above written.

Janie Smith

Enoch O. Smith

G. W. Barnes

state of Oklahoma, county of Tulsa, SS.

On this 26 day of September, 1910, before me, the undersigned notary Public, in and for the said county and state, personally appeared Janie Smith to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth. Witness my hand and official seal.

(SEAL)

Herschel B. Hamilton, notary Public.

My commission expires Mar 31, 1914.

~~state of Oklahoma, Tulsa county, SS.~~

State of Oklahoma, Tulsa county, SS.

On this 3 day of October, 1910, before me, the undersigned notary Public in and for said county and state, personally appeared Enoch O. Smith, husband of Janie Smith, to me known to be the identical person who executed the within and foregoing instrument with his said wife, Janie Smith, and acknowledged to me that he had executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and seal.

(SEAL)

Herschel B. Hamilton, notary Public.

My commission expires Mar 31, 1914.

Filed for record at Tulsa, Okla., Jan 27, 1911, at 1:00 P. M.

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

COMPARED

ASSIGNMENT.

For and in consideration of the sum of one dollar and other valuable consideration to me in hand paid by the Prairie Oil and Gas Company, of Independence, Kansas, the receipt whereof is hereby acknowledged, I do hereby grant, bargain, sell, assign, transfer and convey unto the said The Prairie Oil and Gas Company, its successors and assigns, all my right title and interest in and to a certain oil and gas lease, executed by Janie Smith, and Enoch O. Smith, her husband, dated September 26th 1910, and covering the following described