

(above)
at the rate of One Hundred Dollars per annum, payable within thirty days from the time that gas is used therefrom, and yearly thereafter for ~~such~~ time as gas therefrom is so marketed. And first party shall also, so long as gas is so utilized, have gas free of cost sufficient for six stoves and twelve lights in one dwelling house on said tract of land, such gas to be delivered to first party at the well, and all pipe or connections therefrom to the dwelling house to be laid and made by first party; second party shall also have the right to use sufficient gas, oil or water from the premises to run all necessary machinery for drilling or operating its wells on said land.

Second party agrees to complete a well on the above described tract of land within Thirty days from this date or thereafter pay first party a rental of Seven and 50/100 Dollars per month, payable monthly, in advance until such well is completed. All payments under this lease may be made by check mailed direct to first party at Clarksville, Oklahoma, or deposited to the credit of the first party in the First National Bank of Porter, Oklahoma, and any payment due hereunder made by depositing the same to the credit of first party in said bank, shall bind any subsequent purchaser of the above described land with the same effect as though said payment were made direct to said purchaser.

For the consideration above named first party also grants to second party the right at any time, upon payment to first party of One Dollar, to surrender up this lease and be discharged from all liability thereunder arising after such surrender, and upon such surrender this lease shall at once cease and determine and no longer be binding upon either party, PROVIDED, that in the event any suit or action is brought in any court by the lessee to enforce this lease, then this clause, providing for a surrender of this lease by the second party, shall become inoperative and of no effect between the parties from the time of the commencement of such suit or action.

This lease shall bind and run in favor of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

Examined and approved 12/17/10.
W. S. Drake, County Judge, Wagoner Co., Okla.
(SEAL)

Mack Marshall, guardian (seal)
of Serena Marshall, a minor.
SACHEM OIL COMPANY (seal)
by Geo. C. Priestley, Pres.

STATE OF OKLAHOMA)
COUNTY OF WAGONER) SS.

Seal

Before me, a Notary Public in and for said County and State, on this 17th day of December, 1910, personally appeared Mack Marshall, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

My commission expires 11-4-12.

Seal

Alta E. Hall, Notary Public.

Filed for record at Tulsa, Okla., Jan. 7, 1911, at 8:00 A. M.

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

ASSIGNMENT OF AN OIL AND GAS LEASE.

WHEREAS, The Secretary of the Interior has heretofore approved an oil and gas mining lease, dated the 15th day of June, 1906, entered into by and between The Phillips Oil and Gas Co., lessee, and Charles Tiblow, lessor, covering the following described lands in the Cherokee Nation, Oklahoma:

COMPARED