

Signed, Sealed and Delivered in the presence of:

..... Jimmie B. Johnston (SEAL)
 Julia Johnston, Guardian (SEAL)

STATE OF OKLAHOMA, COUNTY OF CHEROKEE,) SS.

On the 5th, day of September, A. D. ,1908, before me, the subscriber, J. T. Parks, County Judge in and for said County and State, personally appeared Julia Johnston, Guardian of Jimmie B. Johnston, a minor, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, including the release and waiver of rights under the Homestead Exemption Laws, for the uses and purposes therein set forth, and desired that it might be recorded as such.

WITNESS my hand and official seal, on the date above written.

J. T. Parks,

(COURT SEAL)

COUNTY JUDGE

Filed for record Oct. 22, 1908, at 3.15 P. M.

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

COMPARED

OIL AND GAS LEASE.

THIS INDENTURE AND LEASE, Made and entered into the 5th, day of September, A. D., 1908, By and between Julia Johnston, guardian of Vivian W. Johnston, a minor, Postoffice address Tahlequah, Oklahoma, ofTownship, County of Cherokee, and State of Oklahoma, Lessor, and The Bingo Oil Company, Lessee,

WITNESSETH, That the said lessor, for and in consideration of the sum of \$80.00 Dollars in hand well and truly paid by the lessee, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid kept and performed, hath granted, demised, leased and let and by these presents do grant, demise, lease and let unto the lessee, its heirs or assigns, all the oil and gas in, and under the following described tract of land; also the said tract of land for the sole and only purpose of ~~enriching~~ upon, operating thereon and removing therefrom said oil and gas, for the term of ten years from date, and as much longer thereafter as oil or gas is produced thereon with the right to use oil, gas or water therefrom, and all rights and privileges necessary or convenient for such operations, also the right to remove at any time all property, pipes and improvements placed or erected in or upon said land by the lessee, said land being all that certain tract of land situated inTownship Tulsa County, State of Oklahoma, bounded and described as follows, to wit:

The North Half (N/2) of Northwest Quarter (NW/4) of Section Section Eight, Township Twenty One, Range Thirteen East of the Indian Meridian, Containing Eighty (80) acres, more or less In consideration of the premises the said lessee covenants and agrees.

FIRST: To deliver to the credit of the lessor or lessors, her heirs or assigns, free of cost, into the tanks, or pipe line to which it may connect the wells, the equal to one eighth part or share of all the oil produced and saved from the leased premises.

SECOND: To pay to the lessor one Hundred Fifty (150.00) Dollars each year in advance for the gas from each well where gas only is found, while the same is being sold off the premises and the lessor to have gas free of cost at her own risk for one dwelling house on said premises, during the said time to be used economically.