

STATE OF OKLAHOMA, TULSA COUNTY.) SS.

Before me, Robt. E. Lynch, a Notary Public, in and for said County and State, on this 7 day of Nov., 1908, personally appeared Evaline Grayson, Single, and 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 seal the day and year above written.

Robt. E. Lynch, Notary Public.

(SEAL) My commission expires JULY 24, 1910.

Filed for record Nov. 9, 1908., at 2 P. M.

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

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 28th, day of October, A. D., 1908, by and between John J. Smith, of Maysville Arkansas, party of the first part, and G. T. Braden of Pittsburg, Pa., party of the second part:

WITNESSETH: 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, executors, administrators, successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines and of building tanks, stations and structures thereon to take care of said products, all that certain tract of land, situate in the county of Tulsa, State of Oklahoma, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State; bounded substantially as follows:

On the E $\frac{1}{2}$ of NW $\frac{1}{4}$ less 4.77 acres of K. O. C. and S. R. R. Right of Way in Section 25, Township 20, Range 13 E: Containing Seventy Five and 23/100 acres, more or less, and being same land conveyed to first party by Cherokee Nation by deed bearing date..... reserving, however, therefrom 300 feet around the buildings on which no wells shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil or gas, or either of them, is produced from said land by the party of the second part, his heirs, administrators, executors, successors or assigns.

In consideration of the premises, the said party of the second part covenant and agree:

1st- To deliver to the credit of the party of the first part, his heirs, administrators, executors and assigns, free of cost, in the pipe line to which party of the second part may connect his wells the equal 1/8 part of all oil produced and saved from the leased premises:

2nd. To pay \$50.00 Dollars each three months in advance for the gas, from each and every well drilled on said premises, the gas from which is marketed and used off the premises, while the gas from said well is so marketed and used.

Second party covenant and agree to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. And further to complete a well on said premises within three months from the date hereof, or pay at the rate of \$19.00 Dollars,