

State, on this 4th day of May 1908 personally appeared Chas Page, A.F Ault to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires June 11-1910

(SEAL)

Vona Clay

Notary Public.

Filed for Record Jun 29 1908 at 2:25 P.M. H.B. Walkley Reg of Deeds. (SEAL)

CHAS. WALKLEY

-----OIL AND GAS LEASE :-----

AGREEMENT, Made and entered into the 15th day of June A.D. 1908, by and between Corda Swingle and Willoughby Swingle, her husband, of Bixby Oklahoma, Oklahoma, party of the first part and Gardner Steel of Tulsa Oklahoma 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 her in hand ~~paid~~ 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 and conveyed, and by these presents does grant and convey unto the said party of the second part, his successors or assigns, for the sole and only purposes 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 the said products.

All that certain tract of land situate in Tulsa County, Oklahoma, to-wit:

The South half and the North West Quarter of the North East Quarter of Section 25 Township 17 North and Range 13 East.

Containing One Hundred and Twenty acres, more or less, reserving, however, therefrom Two Hundred feet around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this grant shall remain in force for the term of ten years from this date, and as long thereafter as oil or gas or either of them, is produced therefrom by the party of the second part, successors or assigns.

IN CONSIDERATION OF THE PREMISES the said party of the second part covenants and agrees: 1st- To deliver to the credit of the first part his heirs or assigns, free of cost, in the pipe line to which it may connect its wells, or in tanks at the wells, or pay the market price therefor in cash the equal 1/8 part of all oil produced and saved from these premises: 2nd- To pay \$ 150.00 Dollars per year for the gas from each and every well drilled on said premises; the product from which is marketed and used off the premises, said payments to be made on each well within sixty days after commencing to use the gas therefrom, as aforesaid and to be paid yearly thereafter while the gas from said well is used.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises. Should said test well be a paying well in the opinion of the party of the second part then said party the second part hereby agrees to drill a well on the above described land within six months. Party of the first part is granted permission to use gas for his own personal use from any gas wells on this lease.

The party of the second part hereby agrees to offset all wells drilled along the line of this lease.