

Witness my hand and seal the year and day above mentioned .

Herschel B Hamilton

Notary Public

SEAL.

My commission expires April 5-1910 .

Filed for record Jul 30 1908 at 9:15 A.M. H.C. Walkley Reg of Deeds . (SEAL)

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COMPARED

-----Oil and Gas Lease :-----

This indenture , Made the 28th day of July A D 1908 between George Barnes Guardian of Winnie Barnes, a minor of Alsuma County of Tulsa and State of Oklahoma lessor and E.M. Arnold and J.W. Steen of Tulsa Oklahoma , lessee ,

WITNESSETH: That the lessor in consideration of Thirty Five Dollars, the receipt whereof is hereby acknowledged , being the rental in advance for bonus months from the date hereof , does hereby grant, demise and let unto the said lessee, all the oil and gas in and under the following described tract of land , with covenants for the lessee's quiet enjoyment of the term and the lessor has the right to convey the premises to the said lessee ; together with the exclusive right unto the lessee to operate and drill for petroleum and gas, to lay and maintain pipe lines, to erect and maintain telephone and telegraph lines, and buildings ^{convenient} for such operations; and the right to use water and gas from said lands in operating same, and right of way over same for any purpose and right of ingress, egress and regress for such purpose, and of removing either during or at any time after the term hereof, any property or improvements placed or erected in or upon said land by said lessee, and the right of subdividing and releasing all or any part of all that tract of land situate in the County of Tulsa and State of Oklahoma, and described as follows, to-wit :

The North west quarter (1/4) of Section 26 Township 19 North Range II east , containing 160 acres more or less .

To have and to hold unto and for the use of the lessee for the term of fifteen years from the date hereof and as much longer as oil or gas is produced in ^{paying} quantities, yielding to the lessor the one-eighth part of all the oil produced and saved from the premises, delivered free from expense into tanks or pipe lines to the lessor's credit .

Should a well be found producing gas only, then the lessor shall be paid for each such gas well at the rate of One Hundred & No/100 Dollars for each year, so long as the gas is sold therefrom, payable quarterly while so marketed .

lessee agrees to complete a well on said premises within twelve months from the date hereof, or pay the lessor thereafter the sum of Twenty-five cents per acre per annum in advance until said well is completed or this lease surrendered . And the drilling of such well, / productive or ^{otherwise} , shall be full consideration to lessor for grant hereby made to lessee with exclusive right to drill one or more additional wells on the premises during the term of this lease

Lessor is to fully use and enjoy said premises for the purpose of tillage, except such parts as may be used by lessee for the purpose aforesaid . Lessee is not to put down any well on the lands hereby leased within ten rods of the buildings now on the said premises without the consent of the lessor in writing . Lessor may if any well