

whatsoever; and hereby warrants and will forever defend unto the said second party his heirs and assigns, the right and title herein conveyed in and to said bargained real property, against the lawful claims or demands of all persons.

IN WITNESS WHEREOF, the first party has caused these presents to be signed sealed and delivered under its corporate name and through its Attorney in fact C.W. Deming.

Witness :
R.J. Murray

TULSA HEIGHTS COMPANY

By C.W. Deming
Its Attorney in fact.

State of Oklahoma) SS
County of Tulsa)

Before me J Frank Krosse a Notary Public in and for said County and State on this third Day of August 1908 personally appeared C.W. Deming to me known to be the identical person who subscribed the name of said corporation to the foregoing instrument as its attorney in fact and acknowledged to me that he executed the same as his free and voluntary act and deed as as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year last above written.

SEAL. My commission expires March 17-1912. J. Frank Krosse Notary Public

Filed for record Aug 8 1908 at 3:40 P.M. H.C. Walkley Reg of Deeds. (SEAL)

COMPARED

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

THIS AGREEMENT made and entered into this 6th day of August 1908 by and between William T Lloyd and Ruby E Lloyd his wife, parties of the first part and Jesse I Gillespie party of the second part :

WITNESSETH: That whereas on the 6th day of June A D 1908 the said William T Lloyd and Jesse I Gillespie parties hereto, entered into an oil and gas lease on the following described premises, situated in Tulsa County, Oklahoma, to-wit :

NW/4 of the NW/4 of Section 20, Township 20, Range 13 East.

And whereas said oil and gas lease entered into as aforesaid was ^{on} the form prescribed by the Department of the Interior.

And whereas the said William T Lloyd is a mixed blood Citizen of the Cherokee Nation of less than one half blood and of the class whose restrictions were removed by Act of Congress of May 28 1908 known as the Removal of Restrictions Act.

And whereas the said parties hereto desire to enter into what is known as a Commercial Oil and Gas lease, independent of the Department of the Interior and instead and in place of the said Department Lease :

And whereas the consideration for executing the said Department lease is the sum of One Thousand (\$1000 00) Dollars and that it was agreed by and between the said William T Lloyd and Said Jesse I Gillespie at the time of the execution of said Department lease that the said parties would enter into a Commercial oil and gas lease when the restrictions were removed from the ^{said} ~~said~~ William T Lloyd

And whereas said parties hereto have agreed upon the execution of a Commercial oil and Gas lease as aforesaid for the consideration of the sum of One Thousand (\$1000.00) Dollars, paid to said first parties by said second parties.

Now therefore, in and for the consideration of the sum of one Thousand (\$1000.00) Dollars paid to said first parties by said second parties herein, the receipt of ^{whereby} is hereby acknowledged and of the covenants and agreements hereinafter set forth,