

terms shall cease and determine, and this lease shall become absolutely null and void.

Witness the following signatures and seals.

Witnesses.

J.F. Pantler
Chas M Shenill *Shenill*

State of Oklahoma)
Tulsa County .) SS

Andrew J Berryhill *seal*
Guardian.
New State Oil & Gas Co *seal*

By J.C. Freeman *seal*

Before me Chas M Shenill *Shenill* a Notary Public in and for said County and State on this 5th day of February 1908 personally appeared Andrew J Berryhill and known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year above set forth.

SEAL.

Chas M Shenill *Shenill*
Notary Public.

My commission expires Oct 1 1910.

Filed for record Jun 17 1908 at 1:15 P.M. H.C. Walkley Reg of Deeds. (SEAL.)

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

Agreement, Made and entered into on the 5th day of February A.D. 1908 by and between Andrew J Berryhill Guardian of Mildred E Berryhill (Minor) County of Tulsa and party of the first part, and New State Oil ~~and~~ & Gas Co of *Green* Pool, Kiefer Post Office, party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Share of Stock in said Co 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 heirs, executors and administrators or assigns/ for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines and building tanks, stations and structures thereon to take care of said product, all that certain tract of land situated in Tulsa County, Oklahoma, to-wit:

N.W. 1/4 of S.E. 1/4 Sec 20 Township 17 n Range 13 E Acres 40

N.W. 1/4 of N.E. 1/4 Sec 19 Township 17 n Range 13 E Acres 40

E 1/2 of S.W. 1/4 Sec 19 Township 17n Range 13 E Acres 80

Containing 160 acres

Total acreage *160*

And being the same land conveyed to the first party by deed bearing date reserving, however, therefrom 5 acres house plat on homestead 40 on which no well shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for the term 15 years from this date and as long thereafter as the above described premises shall be operated for the purpose of producing oil or gas, or so long as oil or gas in produced in paying quantities.

In consideration of the premises the said party of the second part covenants and agrees: 1st to deliver to the credit of the first party his heirs, assigns,