State of Oklahoma Cherokee County .

SS

Before me, Clerk County Court, in and for said County and State on this IIday of August personally appeared to me known to be the idetntical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as hs free and voluntary act and deed for the uses and purposes therein set forth.

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

SEAL.

 $\bigcirc$ 

 $\bigcirc$ 

ා

0

J.C.Woodson Clerk Courty Court . 545

Filed Portrecord any 17-1908 Il 130 P.M. COMPARED

-----: QIL AND GA S LEASE :-----

THIS AGREEMENT, Made this IIth day of August A D 1908 by and between Thomas Murphy as guardian of Jesse Murphy, a minor of the first part and The Iron Mountain Oil Company, of Lima Ohiok of the second part,

WITNESSETH: That the said party of the first part for One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledge d, and in further consideration of the covenants and agreements hereinafter mentioned has granted demised leased and let unto the party of the second part, its heirs and assigns, all of the oil and gas in and under that certain tract of land hereinafter described, and also all the said t ract of land for the purpose and with the exclusive right of drilling and operating for said oil and gas; which said tract of land is situated in the County of Tulsa State of Oklahowa and described as follows, to whit :-

The southeast quarter ) I/4) of the northwest quarter ( I/4) and the southwest quarter ( I/4) of the Northeast quarter ( I/4) of Section Twenty Nine ( 29) Townsh ship Twenty ( 20) North, Range Thireteen ( I3 ) East, being the allotment of Jesse Murphy, a minor, containing 200 eighty acres more or less. But no wells shall be drilled within one hundred feet of the present buildings, except by consent of both parties .

The party of the first part grants the further privilege to the party of the second part, its heirs and assigns of using sufficient gas oil and water from the premises necessary to the operations thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportation of gil and gas, and the right to remove at any time any machinery or fixtures placed on the premises by said lessees.

To have and to hold the same unto the said party of the second part, its heirs and assigns with the right to sublet or subdivide, for the term of Twelve years three months seven days from the date hereof, and as long thereafter as oil or a gas is be being produced therefrom by said lesseesy.

In consideration whereof, the said party of the second part agrees to deliver to party of the first part in tanks or pipe lines the one-eighth part of all oil produced and saved from the leased premises . And should gas be found in paying quantities , second party agrees to pay as provided in Department leases in advance for the product from each gas well, while the same is being sold off the premises, and first party shall have