

In consideration of the foregoing assignment of lease therein described the Hill Oil & Gas Company by resolution of its Board of Directors duly adopted, hereby accepts said assignment and covenants and agrees with the assignor, Wm. Carnill, to faithfully and fully perform all the covenants and conditions in said leases by him covenanted to be performed, and to at all times hold him harmless from any loss, cost or liability upon said leases.

In witness whereof the said Hill Oil & Gas Company has caused these presents to be executed in its name and on its behalf by its Vice-President and attested by its Secretary with the seal of the corporation attached.

The HILL OIL & GAS COMPANY ?

By Ernest Gross Vice-President.

Attest:

W.E. Mc Maniman

Secretary. (COR SEAL)

~~Filed for record~~

State of Ohio)

Jefferson County .)

SS

Before me a Notary Public in and for said County and State on this ____ day of _____ 1908 personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires _____.

Notary Public

Filed for record Aug 19 1908 at 11:20 H.C. Walkley Reg of Deeds (SEAL)

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COMPARED

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

In consideration of One Dollar the receipt of which is hereby acknowledged James Russell Stilwell Oklahoma party of the first part hereby grant and lease unto H.M. Morgan W.S. Hayes & I.F. Colt or assign, party of the second part, all the oil and gas in and under the following described premises, namely, all that lot of land situated County of Tulsa State of Oklahoma described as follows, to-wit:

~~XXXXXX~~ NE 1/4 of SE and NW 1/4 of SE 1/4 of SE 1/4 Sec 17 Town 20 Range 13 containing 50 acres more or less together with the right to enter thereon at all times for the purpose of drilling and operating for oil and gas, and to erect and maintain buildings and structures and lay pipes necessary for production and transportation of oil and gas, to have and to hold above premises for five years and as long thereafter as oil or gas is found in paying quantities on said premises, on the following conditions:-

1st. If gas is found in ^{sufficient} quantities to market second party agrees to pay first party 150.00 Dollars per year payable quarterly, for the gas product of each well from which gas is marketed or sold off the premises, and first party to have gas free of cost at the well to heat and light all dwellings.

2nd. If oil be found in paying quantities first party shall have one-eighth part of all oil produced and saved from ^{land} the premises, to be delivered in pipe lines with which second parties shall connect their wells, Second party shall have the right to use sufficient gas, oil and water to drill all wells and to run all necessary machinery in operating same.