. 632

Signed , sealed and delivered in the presence of State of Oklahoma) (SS Tulsa County .)

O.R. Howard Seal John F Lawrence Seal Before me, W.O.Dickenson, a Notary Public in and for said

Seal

Annie E Koch

<u>D Vinsel</u> Seal County and State on this 17th day of August 1908 personally appeared Annie E Koch lessor and O.R.Howard, John F Lawrence and D Vensel lessees, to me known to be thr identical persons who executed the withinand foregoing instrument, and acknowledged to me that they executed the same as their free and voluntaryact and deed for the uses and purposes thermin set forth.

In witnes whereof I have hereinto set my hand and official seal the day and year first above written .

SEAL. My commission expires Feb 29th 1910. Filed for record Aug 25 1908 at 10'25 A.M. H C.Walkley Reg of Deeds (SEAL)

COMPARED

-----CIL AND GAS :LEASE :------

This agreement made this 24th daw of August A.D. 1908 by and between Tuxie Roacher guardian of Florence Roach, a minor, party of the first part, an W.J. Hogan party of the second part, witnesseth :-

That the said party of the first part for and in consideration of the *Utilized*, sum of One Hundred (\$100,00) Dollars cash in hand paid, the receipt of which is hereby acknowledged and in further consideration of the covenants and agreements hereinafter mentioned, has granted, demised, le ased and let unto the party of the second part, his heirs and assigns all the oil and gas in and under that certain tract of land hereinafter desc ibed, and also the said tract 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 Tulsa County, State of Oklahoma, and described as follows , to-wit :

North One-half of the north-east quarter of Section Twenty -two (22) Township Twenty (20)) North range Thirteen (13) Eatst.

The party of the first part grants the further provilege to the party of the second part, his hiers and assigns, for usi g suffficient water and gas from the said premises necessary in operation thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas and the right to remove at any time machinerry and buildings or fixtures placed on the premises by said lessee .

To have and to hold the same unto the said party of the second part, his heirs and assigns, for a term ending September Ist 1913 .In consideration whereof the said party of the second part agrees to pay to said party of the first part a s royalty the sum of twelve and one-half (12 I/2 %) per cent of the gross proceeds on the leased premises for al crude oil extracted from the said land, such payents to be made at the time of the sale or disposition of the oil ? And should gas be found on said premises in paying quantities second party agrees to pay One Hundred and Fifty (\$150.00) Dollars yearly in advance for the products of such well while the same is being solf off