

same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

(SEAL) My commission expires August 12, 1912

U. S. Grant Peabody

Notary Public.

(SEAL) Filed for record in my office on Oct. 17, 1908 at 10:15 o'clock a.m. and is duly recorded in Record 38, Page 363. H. C. Walkley Register of Deeds.

COMPARED

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-----:AGREEMENT:-----

THIS AGREEMENT made and entered into this 30th day of September, A. D., 1908, by and between L. P. McGuire, guardian of Nellie Baysinger, a minor, party of the first part and E. R. Kemp, party of the second part:

WITNESSETH:-

That the said party of the first part, for and in consideration of the sum of Two Hundred Fifty (\$250.00) Dollars in hand well and truly paid by the said party of the second part, the receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the party of the second part to be paid, kept and performed, has granted, demised leased and let and by these presents do grant, demise lease and let unto the said second party his heirs, successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, all that certain tract of land situated in the County of Tulsa, Oklahoma, bounded and described as follows, to-wit: E/2 of the NE/4 of Section Twenty-four, (24), Township Seventeen (17) N. Range Thirteen (13) E.

It is agreed that this lease shall remain in force for the term of years expiring October 19th, 1911, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, his heirs, successors or assigns.

In consideration of the premises the said party of the second part covenants and agrees:

- 1- To deliver to the credit of the first party, her heirs or assigns, free of cost, in the pipe line to which lessee may connect oil wells the equal one-eighth part of all oil produced and saved from the leased premises.
- 2- To pay to the first party One Hundred Fifty (\$150.00) Dollars each year in advance, for the gas from each well where gas only is found, while the same is being used off the premises; and the first party to have gas free of cost to heat and light one dwelling house on said premises during the same time

The party of the second part agrees to commence a well on the premises of Nellie Baysinger in Section Twenty-four, Township Seventeen, N. Range Thirteen E. as above described, within one year from date hereof, or pay at the rate of One (\$ 1.00) Dollar per acre in advance for each additional year such commencement is delayed from the time above mentioned.

The above rental shall be paid to the first party in person or to the credit of the first party at the Bank of Bixby, of Bixby, Oklahoma and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease. The party of the second part shall have the right to use oil, gas and water produced on said land, free of royalty, for drilling