

to execute to said purchaser a proper and legal conveyance of the interest of said minor in said real estate.

N. J. Gubser

County Judge

STATE OF OKLAHOMA, Tulsa County, ss.

*Certificate of true Copy*

I, N. J. Gubser Judge of the County Court in and for the County and State aforesaid, do hereby certify that the instrument hereto attached is a full, true and correct copy of an order as the same now appears of record in this office.

Witness my hand and the seal of said Court at Tulsa, Oklahoma, on this 11 day of Nov. 1908.

N. J. Gubser

Judge of the County Court.

(SEAL)

(SEAL)

Filed for record in my office at 2:40 o'clock p.m. Nov. 12, 1908, H. C. Walkley Register of Deeds.

COMPARED

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

THIS INDENTURE OF LEASE, Made and entered into on this 26th day of October, 1908, by and between Spencer Landrum, guardian of Della Lane, a minor, of Ket chum, Oklahoma, party of the first part, and John S. Thomason and R. V. McSpadden, of Vinita, Oklahoma, parties of the second part, WITNESSETH:-

That the party of the first part, for and in consideration of the royalties, covenants, stipulations and conditions hereinafter contained, and hereby agreed to be paid, observed and performed by the parties of the second part, their heirs, administrators and assigns does hereby demise, grant and let unto the parties of the second part, their heirs, administrators and assigns, for a term during the minority of said ward, Della Lane, all the oil deposits and natural gas in or under the following described tract of land in Tulsa County, Oklahoma, and more accurately described as follows:-

The NE/4 of the SE/4 of Section 9, Township 20 North, Range 13 East, being 40 acres, more or less; with the right to prospect for, extract, pipe, store, refine and remove such oil and natural gas, and to occupy and use so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, extracting, piping, storing, refining and removing such oil and natural gas, including also the right to obtain from wells or other sources on said lands, by means of pipe lines or otherwise, a sufficient supply of water to carry on said operations, and including still further the right to use such oil and natural gas as fuel, so far as it is necessary to the prosecution of said operations.

In consideration of which the parties of the second part hereby agree and bind themselves, their administrators and assigns to pay or cause to be paid to the lessor the sum of 12 1/2 per cent of the gross proceeds, on the leased premises, or all crude oil extracted from the said land, such payment to be made at the time of sale or disposition of the oil; and the lessees shall pay in yearly payments, at the end of each year \$150.00 royalty on each gas producing well, which they shall use. The lessor shall have free use of gas for lighting and warming his residence on the premises. It is further agreed that a failure on the part of the lessees to use a producing well, where the same cannot be reasonably utilized at the rate so prescribed shall not work a forfeiture on this lease,