

executed the within and foregoing instrument and acknowledged to me that they executed the same as their 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.

J. H. Middleton/

Notary Public

(SEAL)

My Commission expires Oct 6 th 1908.

Filed for record Oct. 9th 1908 at 2:30 P.M.

(SEAL)

H. C. Walkley, Register of Deeds.

COMPARED
OIL AND GAS LEASE.

THIS LEASE, made this 16th day of October A. D. 1908 by and between Josephine Pennington nee Wilson of Dawson, Oklahoma of the first part and J. S. Thomason, Morris F. Knight and Cyrus S. Avery of the second part.

WITNESSETH: That the said party of the first part, in consideration of \$80.00 in hand paid, the receipt of which is hereby acknowledged, and the stipulations, rents and covenants hereinafter contained, on the part of the said party of the second part, their heirs, executors, administrators, successors and assigns, to be paid, kept and performed, has granted, demised and let unto said party of the second part, their heirs, executors, administrators, successors and assigns, for the sole and only purpose of drilling and operating for Petroleum Oil and Gas for the term of ten years, or as long thereafter as Oil or Gas is found in paying quantities, all that certain tract of land, situated in the county of LeFlore State of Oklahoma, and particularly described as follows to-wit: The West Half of the Southeast Quarter of Section Twenty-five (25) Township Twenty (20) North, Range Thirteen (13) East. containing 80 acres more or less; excepting and reserving therefrom 100 feet around the buildings on said premises, upon which there shall be no wells drilled; the boundaries of which shall be designated and fixed by the said party of the first part.

The said second party hereby agrees in consideration of the said lease of the above described premises to give said first part One-Eighth royalty share of all the oil or mineral produced and saved from said premises, except that used for operating purposes on the premises, and the sum of One Hundred Fifty and no / 100 (\$150.00) Dollars per annum for each and every gas well drilled on the premises therein described and while gas is piped and sold from the same off the premises. The said second party agrees not to unnecessarily disturb growing crops thereon, or the fences.

The said second party is hereby granted the right to enter upon the above described premises at any time for the purpose of mining or drilling and the right of way to and from the place of operation or drilling and the right to lay pipe lines for the purpose of conveying or conducting water, steam, gas or oil over and across said premises, and also the right to remove at any time any and all machinery,