

And for the same consideration, for himself, heirs, successors and representatives does covenant with the assignee, his heirs, successors or assigns, that he has good right and authority to sell, convey the same, and that all rentals and royalties due and payable thereunder have been duly paid.

In witness whereof, the undersigned owner and assignor has signed this instrument, this 22nd day of September, 1922.

Wm. S. Baily, Jr.

State of Oklahoma)
County of Tulsa } SS

On this 22nd day of September, 1922, before me the undersigned, Notary Public in and for the County and State aforesaid, personally appeared Wm. S. Baily, Jr. to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires March 17, 1925. (SEAL) Otha H. Grimes, Notary Public.

Filed for record in Tulsa County, Okla. on Oct. 5, 1922, at 10:50 A.M. and duly recorded in book 428 - page 356. By F. Delman, Deputy. (SEAL) O. D. Lawson,

County Clerk.

210451 - BH Vchr. Cons. Number. M'pp' G'd
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COMPARED

OIL AND GAS LEASE.

This agreement, entered into on the 24 day of July, 1922, between Phillip Brown and Josie Brown, his wife of Eufaula, Oklahoma, party of the first part hereinafter called "lessor" and The Empire Gas and Fuel Company (a corporation) of Bartlesville, Oklahoma, party of the second part, hereinafter called "lessee".

WITNESSETH: That lessor in consideration of Eight hundred \$800.00 dollars paid by the lessee the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the lessee ^{the} hereinafter described land for the purpose of operating for and producing oil, gas and vapors thereon and therefrom and for constructing roads, pipelines, telephones and telegraph lines, tanks, power houses, stations and fixtures and houses for housing employees, and all other privileges incident thereto or convenient for the economical operation of such land alone or conjointly with neighboring lands with the right to use all oil and gas for fuel, free of royalty, and water, but not from the lessor's ^{water} wells, for such purposes, and the right to remove either during or after the term hereof any and all property and improvements placed on the premise by lessee, including the right to pull and remove all casing, said land being situated in the county of Tulsa, State of Oklahoma, and more particularly described as follows, to-wit

The south west quarter ($\frac{1}{4}$)

of section 16 township 16N. range 13 E, containing 160 acres, more or less.

(1) It is agreed that this lease shall remain in force for a term of five years from this date and as long thereafter as oil, gas and vapors or either of them is found in paying quantities.

(2) Lessee agrees to deliver to the credit of lessor, free of cost, into the pipeline with which it may connect its wells, one-eighth of all gas and oil produced