

434

commonly known as negroes, except that the building of a servants house to be used only by the servants of the owners of the lot or lots hereby conveyed shall not be considered as a breach of the condition hereof. Any violations of the foregoing conditions and restrictions by the grantee, his heirs or assigns, shall work a forfeiture of all title in and to said lot or lots and the above conditions and restrictions shall extend to and are hereby made obligatory upon the party of the second part, his heirs and assigns, forever together with all and singular, the hereditaments and appurtenances hereunto belonging. By the acceptance of this deed the second party irrevocably consents to all the foregoing conditions and restrictions.

IN WITNESS WHEREOF, THE party of the first part has hereunto set his hand and seal on the day and date first above written.

John H. Miller (Trustee)

STATE OF OKLAHOMA)
COUNTY OF TULSA.) ss.

Before me, the undersigned, a Notary Public in and for said County and state, on this 17 day of January 1923, personally appeared JOHN H. MILLER, TRUSTEE, 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.

My commission expires April 24, 1926

(SEAL) Ray L. Hollis, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 18, 1923 at 1:20 o'clock p. M. in book 434, page 280

By Brady Brown, Deputy

(SEAL)

O. G. Weaver,
County Clerk

219457 C. J. COMPARED

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 13th day of January 1923 by and between Finis Richardson and Myrtle Richardson husband and wife, of Owassa, Okla. hereinafter called lessor (whether one or more), and Walter E. Holmes, hereinafter called lessee:

WITNESSETH: That the said lessor, for and in consideration of one (\$1.00) dollars, cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, powers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the county of Tulsa State of Okla. described as follows, to-wit:

The northeast quarter (NE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) and the East Half (E $\frac{1}{2}$) of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$) of the northeast quarter of Section 33, Township 21 N Range 14 E and containing Sixty (60) acres, more or less, It is agreed that this lease shall remain in force for a term of Six months from this date, and as long thereafter as oil or gas or either of them is produced from said land by lessee.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which they may connect their wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor one eighth (1/8) of the proceeds 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 if used in the manufacture of gasoline or any other product, a royalty of one-eighth (1/8) payable monthly at the prevailing market rate; and lessor to have gas free of cost from any