

North, Range Fourteen (14) East given to secure the payment of \$160.00 and the interest thereon, and duly filed of record in the office of the Register of Deeds of Tulsa County, Oklahoma, and recorded in Book 389 on page 633, on the 31st day of July A.D. , 1922, together with note debt and claim secured by said mortgage and the covenants contained in said mortgage.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

D. G. Elliott

STATE OF OKLAHOMA }  
County of Tulsa } SS.

BE IT REMEMBERED, That on this 25th day of September in the year of our Lord one thousand nine hundred and twenty-two , before me, a Notary Public, in and for said County and State, personally appeared D. G. Elliott and ----- 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 official signature and affixed my notarial seal the day and year first above written.

My commission expires May 21, 1923

(SEAL)

Fred D. Oiler, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, April 26, 1923 at 11:30 o'clock A. M. in Book 450, page 225

By Brady Brown, Deputy

(SEAL)

O. C. Weaver, county Clerk

228690 C.J.

COMPARED

*Oil and Gas Lease*

THIS AGREEMENT, Made in duplicate and entered into this 15th day of January, 1923, by and between W.F. Hart and Eliza Hart, his wife, of Tulsa County, Oklahoma, parties of the first part, hereinafter called lessor ( whether one or more), and Claude Fields and Q.C. Brightmire, parties of the second part, hereinafter called lessee.

WITNESSETH: That the said lessor, for and in consideration of ONE & NO/100 (\$1.00) DOLLARS cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the 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 laying pipe lines, and 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 Oklahoma, described as follows, to-wit:

The SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  , and the W $\frac{1}{2}$  of SE $\frac{1}{4}$  of SE $\frac{1}{4}$  and the NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 28 in Township 21 North and Range 13 East, and containing 70 acres, more or less.

It is agreed that this lease shall remain in force for a term of one (1) Year from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

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

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

2nd . To pay the lessor a royalty of one-eighth, payable monthly at the prevailing market rate, for the gas from each well where gas only is found, while the same is being used off the premises or if same is used in the manufacture of gasoline or any other product; and lessor agrees to pay a royalty of one-eighth, payable as above stated, for gas produced