

unto the said Part of the Second Part, his heirs and assigns, against said Parties of the First part, their heirs, administrators, assigns, and all and every person or persons whomsoever lawfully claiming or to claim the same. All taxes and special assessments not now due shall be paid by Party of the Second Part.

IN WITNESS WHEREOF, the said Parties of the First Part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA,)
TULSA COUNTY,)

C. H. Terwilliger,
Mary A. Terwilliger.

SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24 day of January, 1924, personally appeared C. H. Terwilliger and Mary A. Terwilliger, his wife, to me known to be the identical persons who 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.

(Seal)

A. F. Jenkins,

Notary Public.

My commission expires Dec. 4, 1927.

Filed for record in Tulsa County, Tulsa, Oklahoma, on Sept. 8, 1924 at 1:30 P. M. o'clock in Book 496, page 131.

(SEAL)

O. G. Weaver, County Clerk.

By Brady Brown, Deputy.

267558-CW.

OIL AND GAS MINING LEASE.

THIS AGREEMENT, Entered into this the 15th day of September, 1924, between Mary Alice Welch, hereinafter called lessor, and Sam Kornfeld, of Tulsa, Oklahoma, hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of One Dollar and other good and valuable consideration in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land in Tulsa County, State of Oklahoma,

The West Half of the Southwest Quarter of the Northwest Quarter (W $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section Twenty three (23), Township Twenty (20) North, Range Thirteen (13) East; the East Half of the Southeast Quarter of the Northeast Quarter (E $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$) and the Southwest Quarter of the Southeast Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section Twenty-Two (22) Township Twenty (20) North, Range Thirteen (13) East. and containing Fifty acres, more or less.

2. This lease shall remain in force for a term of five (5) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of them produced.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect his wells the equal one-eighth party of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks.

4. The lessor to have gas free of charge from any gas well on the leased premises for all stoves and inside lights in the principal dwelling house on said land by

P.S.
D.L.