

undivided one-half interest in and to each and all of said leases covering the lands above described, which said leases are of record in the name of the said A. J. Pettitt, but that the said A. J. Pettitt has no right or authority to sell, assign or dispose of any interest in or to said leases, or either of them, without the consent of this affiant; and all persons interested in said leases, and dealing therewith, and the public generally, are hereby notified that the undersigned affiant, Wilber Griffey, has, owns, holds and claims an undivided one-half interest in and to each and all of the above and foregoing described oil and gas mining leases, and will assert and protect said interest against any and all adverse claims.

Wilber Griffey,

Subscribed and sworn to before me, this 20th day of September, 1924.

(Seal)

W. G. Buckman, Notary Public.

My commission expires Jan. 27, 1925.

Filed for record in Tulsa County, Tulsa, Oklahoma on Sept. 20, 1924 at 9:15 A. M. o'clock
recorded in book 496, page 285-
By Brady Brown, Deputy. (SEAL) O. G. Weaver, County Clerk.

267853-CW.

OIL AND GAS LEASE.

AGREEMENT, Made and entered into 1st day of September, 1924 by and between Martha C. McKinney (Widow) Party of the first part, hereinafter called lessor (whether one or more) and E. N. Holmes, party of the second part, hereinafter called lessee, party of the second part, lessee.

WITNESSETH, That the said lessor, for and in consideration of One Dollar 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:

It is further agreed that said party of 2nd part (E. N. Holmes) agree not to use without written consent of party of first part, N $\frac{1}{2}$ of W $\frac{1}{2}$ of NE $\frac{1}{4}$ for any purpose except drilling a well (and operating) Lease comprising 80 acres described as follows:- W $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 34, Township 19 N, Range 13 E, and containing 80 acres, more or less.

It is agreed that this lease shall remain in force for a term of Six months 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 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 lessor for gas from each gas well where gas only is found, the equal one-eighth (1/8) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made quarterly and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one eighth (1/8) of the gross proceeds at the prevailing market rate for the gas so used, for the time during which such gas shall be used said payments to be made.

If no well be commenced on said land on or before the 1st day of March 1925,