thority, S. Creekmore, to me known, and stated to me that he had signed and executed the foregoing lease for the purposes and considerations therein contained.

WITNESS my hand and official seal this 16, day of January, 1909.

F. S. Hurd, Notary Public.

(SEAL) My commission expires Jan. 21, 1911.

Filed for record at Tulsa, Okla., Jan. 18, 1909, at 8 A. M.

H. C. Walkley, Register of Deeds (SEAL)

OIL AND GAS LEASE.

AGREEMENT, Made and entered in to the 9th, day of January, A. D., 1909, by and between John S. Shaver, guardian of Ghatt D. Rogers, a minor, of Tulsa, Okla, Oklahoma, party of the first part, and Eastern Oil Company, of Buffalo, New York, party of the second part.

WITNESSETH: That the saidparty of the first part for and in consideration of the sum of Two Hundred Forty Dollars to him in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said party of the second part, to be paid, kept and performed, has granted and conveyed, and by these presents does grant and convey unto the said party of the second part, its successors or assigns, for the sole and only purpose of mining and operating for oil and gas mand of laying pipe lines; nad of building tanks, stations and structures thereon to take care of said products, all that certain tract of land situate in District Tulsa County, Oklahoma, to wit:

The South Half of the South West Quarter of Section 10, Township 20N., Range 13 East, containing Eighty (80) acres, more or less, reserving, however, therefrom 100 feet around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this grant shall remain in force for the term of five years from this date, and as long thereafter as oil or gas, or either of them, is produced therefrom, by the party of the second part, its successors or assigns.

In consideration of the premises the said party of the second part covenants and agrees:

lst. To deliver to the credit of the first party his heirs or assigns, free of cost, in
the pipe line to which it may connect its wells, or in tanks at the wells, or pay the market
price therefor in cash, the equal 1/8 part of alloid produced and saved from these premises:

and 2nd: To pay One Hundred and Fifty Dollars per year for the gas from each and every gas well drilled on said premises; the product from which is marketed and used off the premises, said payments to be made on each well within sixty days after commencing to use the gas therefrom as aforesaid, and to be paid yearly thereafter, while the gas from said well is so used.

Secondparty agrees to locate will wells so as to interfere as little as possible with the cultivated portions of the premises. And further, to complete a well on said premises within one year from the date hereof, or pay at the rate of Twenty and no/100 Dollars quarterly in advance, for each additional three months such completion is delayed from the time above mentioned for the completion of such well until a well is completed; and it is agreed that the completion of such well shall be and operate as a full liwudation of all rental under this provision during the remainder of the term of this grant. Such payments may be made direct to John S. Shaver, guardian or deposited tohis credit in Central National Bank of Tulsa, Okla.