

STATE OF OKLAHOMA,)
) SS.
 COUNTY OF CREEK.)

Before me, a Notary Public in and for said County and State, on this 8th, day of January, A. D., 1909, personally appeared W. F. Boling, Guardian of Connie M. Boling, and Robt. Hurst Attorney in Fact for The Elk County Oil & Gas Company, 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.

WITNESS my official signature, this the 8th, day of January, A. D., 1909.

D. J. Red, Notary Public.

(SEAL) My commission expires June 13, 1910.

The within and foregoing lease is on this 3rd, day of February, A. D., 1909, hereby approved and confirmed.

(COURT SEAL)

Josiah G. Davis, County Judge.

Filed for record at Tulsa, Okla., Feb. 5, 1909, at 1 P. M.

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

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OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into this 30th, day of January, 1909, by and between John O. Mitchell, party of the first part, and Olive Oil Company, a corporation, party of the second part;

WITNESSETH: Henry Downing was original owner and allottee of the following described premises, situated in Tulsa County, State of Oklahoma, to-wit:

NW.4 of NE/4 of SE/4 Sec. 9, Twp. 21 N., R.13 E. Being 10 acres more or less, and

WHEREAS, said Henry Downing and Olive Oil Company entered into an oil and gas Lease on said premises on the department form, of date October 22nd, 1907, approved by the Secretary of the Interior March 13th, 1908, and,

WHEREAS the said Henry Downing is a mixed-blood citizen of the Cherokee Nation of less than one-half blood, and of the class whose restrictions were removed by Act of Congress of May 28th, 1908, known as the Removal of Restrictions Act; and,

WHEREAS after July 28th, 1908, said Henry Downing made, executed and delivered his warranty deed to the land above described, for valuable consideration, to the first party herein

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations paid to said John O. Mitchell by Olive Oil Company as aforesaid, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter set forth, the parties hereto agrees as follows: That the said John O. Mitchell does, hereby and by these presents grant, demise, lease and let unto the said party of the second part, its successors and assigns for the purpose of drilling, mining, exploring, boring and operating for and producing oil and gas on the premises above described to any extent the said party of the second part may deem advisable, together with the right to lay, erect, maintain and operate all necessary pipe, pipe lines, tanks, structures, buildings, rods, cables and other fixtures, appliances and machinery used in drilling for, piping, reserving, storing and transporting oil and gas. The party of the second part shall further have the right to use sufficient water and gas from the premises for operating purposes, and if necessary the right to drill for it on said premises.