

which this mortgage also secures, and they do hereby expressly waive appraisalment of the said real estate.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto subscribe their names and affix their seals, on the day and year first above mentioned.

Executed and delivered in the presence of: } Andrew H. Anderson (SEAL)
Boline H. Anderson (SEAL)

STATE OF OKLAHOMA, COUNTY OF TULSA.) SS.

Before me, A. L. Laws, a Notary Public, in and for said County and State, on this 6th, day of February, A. D. 1909, personally appeared Andrew H. Anderson and Boline H. Anderson, 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.

WITNESS my hand and official seal.

A. L. Laws, Notary Public.

(SEAL) My commission expires Mch. 28, 1912.

Filed for record at Tulsa, Okla., Feb. 11, 1909, at 5 P. M.

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

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COMPARED
OIL AND GAS LEASE.

THIS INDENTURE, Made the 11th, day of February, A. D., 1909, between Joseph ^oHardman, guardian of Effie I. Hardman, a minor, of Tulsa County, State of Oklahoma, and lessor and Edwin M. Arnold, lessee,

WITNESSETH, That the lessor in consideration of Thirty and no/100 Dollars, the receipt whereof is hereby acknowledged, bonus, does hereby grant demise and let unto the said lessee, all the oil and gas in and under the following described tract of land, with covenant for the lessee's quiet enjoyment of the term, and that lessor has the right to convey the premises to the said lessee; together with the exclusive right unto the lessee to operate and drill for petroleum and gas, to lay and maintain pipe lines, to erect and maintain telephone and telegraph lines, and buildings convenient for such operations; and the right to use water and gas from said ^opremises in operating same, and right of way over same for any purpose, and the right of ingress, egress and regress for such purposes, and of removing either during or at any time after the term hereof, any property or improvements placed or erected in or upon said land by said lessee; and the right of subdividing and releasing all or any part of that tract of land situated in the County of Tulsa, and State of Oklahoma and described as follows, to wit:

West One-half (W2) of Southeast Quarter (SE4) of Section Fourteen (14) Township Twenty (20) North, Range Thirteen East (13), containing Eighty acres, more or less.

TO HAVE AND TO HOLD unto and for the use of the lessee for the term of five years from the date hereof and as much longer as oil or gas is produced in paying quantities, yielding to the lessor the one eighth part of all oil produced and saved from the premises, delivered free of expense into tanks or pipe lines to the lessor's credit.

Should a well be found producing gas only, then the lessor shall be paid for each such