

for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease become absolutely null and void.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

WITNESS:	COOLEY VANN	(SEAL)
	FRINSZELLA VANN	(SEAL)
	G. T. BRADEN	(SEAL)

STATE OF OKLAHOMA, COUNTY OF TULSA. ) ss.

On this the 16th, day of January, 1909, before me personally appeared Cooley Vann and Frinszella Vann, his wife, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed

Grace Mapes, Notary Public.

(SEAL) My Commission Exp. Aug. 23, 1911.

Filed for record at Tulsa, Okla., Feb. 13, 1909, at 8 A. M.

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

# COMPARED

## OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 15th, day of January, A. D. ,1909, by and between Francis M. Burns, guardian of Viola Burns, a minor, of Turley, Okla. , County of Tulsa, State of Oklahoma, party of the firstpart, and G. T. Braden of Pittsburgh, Pa., party of the second part;

WITNESSETH: That the said party of the firstpart, for and in consideration of the sum of one dollar 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, demised, leased and let and by these presents do grant, demise, lease and let unto the said party of the second part, his heirs, administrators, executors, successors or assigns for the sole and only purpose of mining and operating for oil and gas, and of laying pipe line and of building tanks, stations and structures thereon to take care of said products, all that certain tract of land, situate in the County of Tulsa, State of Oklahoma, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State; bounded substantially as follows:

The SE $\frac{1}{4}$  of NW $\frac{1}{4}$  and SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 23, Township 21 North, Range 13 East. S $\frac{1}{2}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$  and NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 34, Township 22 North, Range 14 East. Containing Eighty acres , more or less, and being same land conveyed to the first party by Cherokee Creek Nation, by deed bearing date -----, reserving, however, therefrom 200 feet around the buildings on which no wells shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil or gas, or either of them is produced from said land by the party of the second part, his heirs, administrators, executors, successors and assigns.

In consideration of the premises, the said party of the second part covenant, and agree:

1st.-To deliver to the credit of the party of the firstpart, his heirs, administrators, executors and assigns, free of cost in the pipe line to which party of the second part may connect his wells the equal one eighth part of all oil produced and saved from the leased pre-