

STATE OF OKLAHOMA, ROGERS COUNTY.) SS.

BEFORE ME, a Notary Public, in and for the said county and State, on this 28th, day of November, 1908, personally appeared Mary J. Ware and Geo. W. Ware, to me known to be the identical persons who executed the within and foregoing instrument, and duly acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Thomas D. Taylor, Notary Public.

(SEAL) My commission expires Sep. 5th, 1910 .

Filed for record at Tulsa, Okla., Feb. 15, 1909. at 11 A. M.

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

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COMPARED
AGREEMENT.

THIS AGREEMENT, made and entered into, this 8th, day of February, 1909, by and between Webster C. Baker and Elma Baker, his wife, parties of the first part, and F. A. Gillespie, party of the second part:

WITNESSETH: That the parties of the first part, for and in consideration of the sum of One (\$1.00) and other valuable consideration 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 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 second party, his heirs, successors and assigns, for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, all that certain tract of land situated in the County of Tulsa, Oklahoma, bounded and described as follows, to-wit:

E/2 of SW/4 of Section 9, Township 21 North, Range 13 East.

It is agreed that this lease shall remain in force for a term of ^{fourteen} fifteen years, and as long thereafter as oil and gas or either of them is produced therefrom by the party of the second part, his heirs, successors or assigns.

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

1. To deliver to the credit of the first party, his heirs or assigns, free of cost, in the pipe lines to which lessee may connect oil wells, the equal one-eighth part of all oil produced and saved from the leased premises.

II. To pay to the first party One Hundred Fifty (\$150.00) Dollars each year in advance, for the gas from each well where gas only is found, while the same is being sold off the premises; and the first party to have gas free of cost to heat and light one dwelling house on said premises during the same time.

III. The party of the second part agrees to commence operations on the above described premises within thirty days from the date hereof or forfeit said lease. It is agreed that the completion of a well shall be and operate as a full liquidation of all rent under this provision, during the remainder of the term of this lease.

IV. Second party agrees to offset all paying wells on adjoining farms. The party of the second part shall have the right to use oil, gas and water produced on said land, free of royalty, for drilling and operating thereon, except water from ^{the} wells of first party.