

ACKNOWLEDGEMENT.

UNITED STATES OF AMERICA, OKLAHOMA,)
 TULSA COUNTY.) SS.

BE IT REMEMBERED, That on this 15 day of February, 1909, came before me, a Notary Public within and for the above named district and Territory, duly commissioned and acting as such, Andrew J. Berryhill, to me personally well known to be the party whose name appears upon and signed to the foregoing lease as the party grantor, and stated to me that he as Guardian of Walter Ray Berryhill, had signed and executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Tulsa, Oklahoma, this 15 day of February, 1909.

D. M. Martindale, Notary Public.

(SEAL) My commission expires as such Notary Public 5/23/1912.

Filed for record at Tulsa, Okla., Feb. 25, 1909. at 10 o'clock A. M.

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

COMPARED

OP.

OIL AND GAS LEASE.

STATE OF OKLAHOMA,)
) KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF TULSA.))

That Andrew J. Berryhill, father and guardian of Mildred E. Berryhill, of Bixby, Oklahoma Tulsa County Oklahoma, grantor, for and in consideration of one dollars, cash in hand paid, receipt of which is hereby acknowledged, and of the royalties to be paid and covenants to be kept hereunder, do hereby grant, bargain, sell and convey unto J. H. Cain and C. L. Driggs, of Keifer, Creek County, Oklahoma, grantee, all the oil, gas, coal and other minerals in and under the hereinafter described land, together with the exclusive right of ingress and egress at all times for the purpose of prospecting, drilling, mining and otherwise operating therefor, and to erect, maintain and remove all structures and appliances in connection therewith, including the right to pull the piping from wells, and to lay, maintain and remove all pipes and other means of transportation, reserving, however, the royalties and payments herewith stipulated? Said land is situated in Tulsa County, Oklahoma, and more particularly described as follows:

NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 20, & NW $\frac{1}{4}$ of NE $\frac{1}{4}$ & E $\frac{1}{2}$ of S W $\frac{1}{4}$ of Sec. 19, all in Township 17 North, Range 13 East, containing 160 acres.

TO HAVE AND TO HOLD ^{unto} the said grantee and the successors and assigns of said grantee, forever, upon the following terms:

1. The royalty above mentioned shall be, (a) on oil a quantity equal to 1/8 of all produced and saved upon the premises, the same to be delivered at the well or to the credit of the grantor in the pipe line to which such well may be connected; (b) on coal four cents per ton for every ton mined and marketed, payable monthly; (c) for natural gas one hundred and dollars per annum for each well from which gas is used off the premises, the grantor to have the privilege to make connections and use gas free of charge for one dwelling on the premises; and (d) for any other minerals discovered one-tenth of the net proceeds arising therefrom while the same are being used off the premises. But it is understood and agreed that the grantee shall have the free use of oil, gas and water from said land for development purposes.

2. In case operations for the drilling of an oil or gas well be not begun within 1 $\frac{1}{2}$ year