

A failure on the part of the second party to pay the above rental when due shall render this grant null and void.

All covenants and agreements herein set forth between the parties hereto shall extend to their successors, executors, administrators and assigns.

WITNESS the following signatures and seals:

WITNESSES:

J. Garfield Buell (SEAL)

H. P. Denton.

Ethel E. Buell (SEAL)

John F. Hayden (SEAL)

[illegible]

Before me, J. E. Tomm, a Notary Public in and for said County and State, on this 28th day of December, 1908, personally appeared J. Garfield Buell and Ethel E. Buell, 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 seal the day and year above written.

L. E. Tomm, Notary Public.

(SEAL) My commission expires Nov. 18-1912.

Filed for record at Tulsa, Okla., Dec. 29, 1908, at 8.30 A. M.

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

[illegible]

OIL AND GAS LEASE.

IN CONSIDERATION OF ONE DOLLARS, the receipt of which is acknowledged by the first party Robert B? Dawson, first party hereby grants and conveys unto C.A. W. *Wanner* of Tulsa, State of Oklahoma, second party, all the oil and gas in and under the premises hereinafter described, together with said premises for the purpose and with the exclusive right to enter thereon at all times, by himself, agents, assigns or employees, to drill and operate wells for oil, gas and water and to erect, maintain and occupy, repair and remove all buildings, telephone poles and wires, structures, pipelines, machinery and appliances that the second party may deem necessary, convenient or expedient to the production of oil, gas and water thereon, and the transportation of oil and gas on, upon and over said premises and the highways along the same except, that the first party shall have the full one eighth <sup>or</sup> of all oil produced and saved from the premises, and the first party agrees to accept said share of said oil as full compensation for all the products of each well in which oil is found. Said real estate and premises are located in State of Oklahoma, County of ..... and described as follows, to-wit:

The Northwest one fourth of the Northwest one fourth of Sec. Twelve and the Southwest one fourth of the Southeast One Fourth of the Southwest one fourth of Section One, Township Twenty Two-North, Range Twelve East. containing 50 acres, more or less, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

To have and to hold said premises for said purposes for the term of ten years from this date, and <sup>so</sup> as long thereafter as <sup>oil</sup> ~~oil or gas~~ is produced thereon.

It is agreed that while the product of each well in which gas only is found shall be marketed from said premises, the second party will pay to the first party therefor at the rate of One Hundred & Fifty Dollars per annum and give the first party free gas at the well for domestic purposes for one dwelling house during the same time.