

COMPARED

POWER OF ATTORNEY.

KNOW ALL MEN BY THESE PRESENTS:

That I have this day made and appointed W. M. ^{Milner} Martin of the City of Tulsa, State of Oklahoma, Attorney for me, and in my name I give him power to lease any of my land located in the State of Oklahoma, for Gas, Oil, Coal or Agricultural purposes. Any lease he may give for the above purposes to which he attaches his name will be as binding on me as if I signed it myself.

IN WITNESS WHEREOF, I have hereunto set my hand this the 25th, day of February, 1909.

Witness to signature:

Ruth A. Davis.

Mary P. Davis.

Subscribed and sworn to before, this the 25th, day of February, 1909.

Ether Whitlow, Notary Public.

(SEAL) My commission expires February 6th, 1913.

Filed for record at Tulsa, Okla., Mar. 4, 1909. at 4:50 o'clock P. M.

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

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DEEDS
OIL AND GAS LEASE.

THIS AGREEMENT, Made this 4th, day of March A. D., 1909, by and between Mary P. Davis, of the first part and H. C. Tyrrell, of Tulsa, Oklahoma, of the second part:

WITNESSETH: That the said party of the first part, for One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned has granted, demised, leased and let unto the party of the second part, his heirs and assigns, all the oil and gas in and under that certain tract of land hereinafter described, and also all the said tract of land for the purposes and with the exclusive right of drilling and operating for said oil and gas, which said tract of land is situated in Tulsa County, Oklahoma, and described as follows, to-wit:

N $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 12, Township 20 Range 12 Acres 20 Known as Mary Davis Allotment, containing Seventy acres, more or less. But no well shall be drilled within Three (3) hundred feet of the present buildings, except by mutual consent.

The party of the first part grants the further privilege to the party of the second part his heirs and assigns of using sufficient water and gas from the premises necessary to the operation thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time any machinery or fixtures placed on the premises by ~~the~~ said lessee.

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs and assigns, for the term of ten years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said lessee/

In consideration whereof, the said party of the second part agrees to deliver to party of the first part in tanks or in pipe lines the 1/8 part of all oil produced and saved from the leased premises. And should gas be found on said premises in paying quantities, second party agrees to pay \$150.00 yearly, in advance for the product of each gas well, while the same is being sold off the premises, and first party shall have free use of gas for domestic purposes, by making her own connections for such gas at the well at her ^{own} risk and expense.

Second party agrees to locate all wells so as to interfere as little as possible with the