

for five years and which leases are now of record at the Indian Office at Claremore Oklahoma. It being further understood that this sale and assignment shall carry with it all fences and other improvements now on said land. Joe Barnes

STATE OF OKLAHOMA, TULSA COUNTY.

Subscribed and sworn to before me, this 23rd, day of Feb. 1909.

Hayward Hayden, Notary Public.

(SEAL)

Filed for record at Tulsa, Okla. Mar. 8, 1909: at 3.30 o'clock P. M.

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

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COMPARED

OIL AND GAS LEASE.

THIS AGREEMENT, Made this 19 day of February, 1909, by and between Daniel A. Dabney and Alice Dabney, his wife, of the first part, and Jonas C. Bixler and Francis Borelli, of the second part.

WITNESSETH: That the said parties of the first part, for one dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned, granted, demised, leased and let unto the parties of the second part their heirs and assigns, all the oil and gas in and under that tract of land hereinafter described, and also <sup>all</sup> the said tract of land for the purpose and with the exclusive right of drilling and operating for said oil and gas; which said tract of land is situated in the County of Tulsa, Oklahoma, and described as follows, to-wit:

The  $W\frac{1}{2}$  of the  $SW\frac{1}{4}$  of  $NE\frac{1}{4}$  and  $SE\frac{1}{4}$  of  $SW\frac{1}{4}$  of  $NE\frac{1}{4}$  and  $NE\frac{1}{4}$  of  $SE\frac{1}{4}$  of the  $NW\frac{1}{4}$  of Section Twenty (20) and  $W\frac{1}{2}$  of the  $NW\frac{1}{4}$  of the  $NW\frac{1}{4}$  and  $NW\frac{1}{4}$  of the  $SW\frac{1}{4}$  of the  $NW\frac{1}{4}$  of Section Twenty-nine (29), all in Township Twenty-two (22), Range Thirteen (13) containing Seventy (70) acres in all, more or less. But no wells shall be drilled within three hundred feet of the presentsbuildings, except by mutual consent.

The parties of the first part grants the further privilege to the parties of the second part their heirs and assigns of using sufficient water and gas from the premises necessary to the operations 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 said lessees.

TO HAVE AND TO HOLD THE SAME, unto the said parties of the second part, their heirs and assigns, for the term of five years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said lessees.

In consideration whereof, the said parties of the second part agree to deliver to the parties of the first part in tanks or pipe lines the one-eighth part of all oil produced and saved from the said <sup>leased</sup> premises. And should gas be found on said premises in paying quantities second parties agree to pay Fifty Dollars, yearly in advance, for all each gas wells not used and One Hundred and Fifty Dollars for all gas wells (each) used and piped off the premises, <sup>in advance for each gas well while the same is being sold off the premises</sup> and first party shall have the free use of gas for domestic purposes, by making their own connections for such gas at the well at their own risk and expense.

Second parties agree to locate all wells so as to interfere as little as possible with the cultivated portions of the premises and to pay for all damages to growing crops caused by said operations.