

that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above set forth.

W. A. Scofield, Notary Public.

(SEAL) My commission expires Aug. 10, 1911.

Filed for record at Tulsa, Okla. Mar. 10, 1909. at 8 o'clock A. M.

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

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COMPARED

#### OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 3, day of March A. D., 1909, by and between Levi Keys, Guardian of Lester Keys, of Pottawatomie County, Oklahoma, parties of the first part, and Janenora Land and Oil Company, of Bartlesville, Oklahoma, parties of the second part:

WITNESSETH: That the said parties of the first part for and in consideration of the sum of \$105.00 to them in hand well and truly paid by the said parties of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said parties of the second part, to be paid, kept and performed, have granted and conveyed, and by these presents do grant and convey unto the said part--- of the second part, their successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and of building tanks, stations and structures thereon to take care of <sup>the</sup> said products all that certain tract of land, situate in Tulsa County, Oklahoma, to-wit:

South-East Quarter of North-East Quarter and N  $\frac{1}{2}$  of South-West Quarter of NorthEast Quarter and South East Quarter of North East Quarter of North West Quarter of Section Seven (7) Township Twenty Two (22) North, Range Thirteen (13) East, Containing Seventy (70) acres, more or less, reserving, however, therefrom One Hundred Fifty feet around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this grant shall remain in force for the term of nine years 9 mo. and 23 days from this date, and as long thereafter as oil or gas, or either of them is produced therefrom by the parties of the second part, their successors or assigns.

IN CONSIDERATION OF THE PREMISES the said parties of the second part covenant and agree:

1st. To deliver to the credit of the first part, their heirs or assigns, free of cost, in the pipe line to which it may connect its wells, or in tanks at the wells, or pay the market price therefor in cash, the equal 12  $\frac{1}{2}$  part of all oil produced and saved from these premises:

and 2nd. To pay One Hundred Fifty Dollars per year for the gas from each and every gas well drilled on said premises; the product from which is marketed and used off the premises, said payments to be made on each well within sixty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter while the gas from said well is so used.

Second parties covenant and agree to locate all wells so as to interfere as little as possible with the cultivated portions of the premises.

The parties of the second part further agrees that in case no well is drilled for oil or gas within one year from the date hereof, all rights and obligations secured under this grant and demise shall cease, unless the parties of the second part shall elect from year to year to continue this grant and demise in force as to any and all portions of the premises by paying