

Second party agrees to pay the further sum of One Dollar per year as rental on said land provided the royalty herein specified does not exceed that amount. Second party agrees not to drill within two hundred feet of buildings without the consent of first party.

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

Witness the following signatures and seals:

Thomas McCarty (SEAL)

Witness to signature and mark of Nannie McCarty:

her

Nannie X McCarty (SEAL)
mark

J. T. Kiester

J. H. McCarty.

The Lucas Oil Company

STATE OF OKLAHOMA,)
: SS.
ROGERS COUNTY.)

By F. B. Ufer, President.

Before me, a Notary Public in and for said County and State, on this 11th, day of March, 1909, personally appeared Thomas McCarty and Nannie McCarty, his wife, to me known to be the identical persons who executed the within and foregoing instrument and ^{adly}acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Clinton L. Goodale, Notary Public.

(SEAL) My commission expires May 20th, 1910.

Filed for record at Tulsa, Okla. Mar. 13, 1909. at 4 o'clock P.M.

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

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COMPARED

OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into this 12th, day of March, A. D., 1909, by and between Flora E. Burgess, a single woman, of Collinsville, Oklahoma, Roll No. 12573, party of the first part, and the Lucas Oil Company, a corporation of Tulsa, Oklahoma, party of the second part,

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Hundred Twenty & no/100 Dollars, and other valuable consideration in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the party of the second part to be paid, kept and performed, has granted, demised, leased and let, and by these presents do grant, demise, lease and let unto the said second part--, its heirs, successors or assigns, for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, all that certain tract of land situated in the County of Tulsa, State of Oklahoma, bounded and described as follows, to-wit:

All of Lots Six (6) in Section Six (6), same being the Northwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) and the West Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Six (6), Township Twenty One (21) North, Range Fourteen (14) East, containing sixty acres, more or less.

It is agreed that this lease shall remain in force for a term of Ten (10) years, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, its heirs, successors or assigns.