

and determine, and this grant become absolutely null and void.

WITNESS the following signatures and seals:

WITNESS:

his
Nelaon X Hicks (SEAL)
mark Guardian of Henry Hicks, a minor.

W. H. Balentine, Jr.

Dixon Oil Company (CORPORATE SEAL) *Seal*

W. H. Balentine, Sr.

By John F. Hayden, President, (SEAL)

ACKNOWLEDGEMENT.

STATE OF OKLAHOMA,)
) SS.
CHEROKEE COUNTY.)

Before me, a Notary Public, in and for said County and State, on this 2nd, day of December, 1908, personally appeared Nelson Hicks, Guardian of Henry Hicks, a minor, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me 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 seal as such Notary Public, on the day last above mentioned.

Simon R. Walkingstick, Notary Public.

(SEAL) My commission expires Nov. 18, 1910.

Filed for record at Tulsa , Okla. Jan. 5, 1909, at 8 A. M.

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

[illegible]

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 2, day of December, A. D. 1908, by and between Nelson Hicks, guardian of George Hicks, a minor, of Moodys, Oklahoma, party pf the first part, and Dixon Oil Company, of Muskogee, Oklahoma, party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of one dollar to ~~him~~^{me} in hand ~~and~~^{will} 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 said party of the second part to be paid, kept and performed, has granted and conveyed, and by these presents does grant and convey unto the said party of the second part, its successors and assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and building tanks, stations and structures thereon to take care of the said products, all that certain tract of land, situate in Tulsa County, Oklahoma, to-wit:

E $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 28/ Township 22 North, Range 13 East, containing eighty acres
 more or less, reserving, however, therefrom on e hundred 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 10 years, 11 months, 1 day, 12 hours, 12 minutes and 12 seconds and as~~
~~long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, covenants~~
 In consideration of the premises the said party of the second part covenants, and agree :

1st. To deliver to the credit of the first party, his 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 of 1/8 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.