

with release of the mortgage have been mislaid, most or destroyed; that the payment of said mortgage was made about May 9, 1897; that W. F. Ott no longer resides at Tulsa, and his address or whereabouts is entirely unknown to affiant.

And father affiant sayeth not.

Thomas J. Wilson

Emma E. Wilson

Subscribed and sworn to before me by Thomas J. Wilson, whom I have known as a reputable resident of Tulsa for the last 16 years.

Robt. E. Lynch, Notary Public.

(SEAL) My commission expires July 2<sup>nd</sup> 1910.

FILED FOR RECORD AT TULSA, OKLA. Mar. 26, 1909. at 11.05 o'clock A. M.

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

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#### OIL AND GAS LEASE.

THIS AGREEMENT, Made this 22, day of March, A. D., 1909, by and between William H. Russell, party of the first part, and W. G. Skelly of Robison, party of the second part.

WITNESSETH: That the said party of the first part, for 50 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned, granted, devised, leased and let unto the party of the second part, their heirs and assigns, all the oil and gas in and under that certain tract of land hereinafter described, and also the said tract of land for the purposes and with the exclusive right of drilling and operating for said oil and gas and which said tract of land is situated in Tulsa County, Oklahoma, and described as follows, to-wit:

NW. Ten Acres Lot Three Section 31, Township 21 N. Range 14 E. Acres--- SE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  (less Santa Fee Right-of-way) Section 31, Township 21N/ Range 14 E. Acres----- Twenty acres of Lot Two Sec. 31, T. 21N. R 14 E., containing Fifty acres more or less. But no well shall be drilled within Three Hundred Feet of the residence which the lessor shall hereafter build, except by mutual consent.

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

TO HAVE AND TO HOLD THE SAME, unto the said party 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 party of the second part agrees to deliver to party of the first part in tanks or in pipe lines the one eighth 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 products 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 their own connections for such gas at the well at their own risk and expense.

Second party agrees 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.