## ACKNOWLEDGEMENT.

STATE OF OKLAHOMA, ) : SS
MUSKOGEE COUNTY. )

Before me, the undersigned, Notary Public, in and for said County and State, on this 23rd day of April, 1909, personally appeared J. C. Suully, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the gree and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year above written.

Claude F. Tingley, Notary Public.

(SEAL) My commission expires Sept. 17th, 1910.

Filed for record at Tulsa, Okla., May.4, 1909, at 10.45 o'clock A. M.

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

Jula 13,59

# H-11

OIL AND GAS LEASE.

THIS AGREEMENT, Made this Fourth day of May, A. D., 1909, by and between Ruth A. Davis, of the first part, and Charles C. Simmons, of the second part,

WITNESSETH, that the said party of the first part, for One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned, has granted, demised/leased and let unto the party of the second part, his 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 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, State of Oklahoma, and described as follows, to-wit:

SW.4 of SE.4 of SW.4 " 21 " 20 " 13 " 10

NE.4 of SE, of SW.4 " 21 " 20 " 13 " 10

Containing in all 20 acres more or less. But no well shall be drilled within Three Hundred feet of the present buildings, except by mutual consent.

The party of the first part grants the further privilege to the party of the second part his heirs and assigns of using sufficient water and gas and oil from the premises necessary to the operations thereon, and all the 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 party of the second part, his heirs and assigns for the term of ten years from the date her eof, 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 pipe lines the one-wighth 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 One Hundred and Fifty Dollars yearly, in advance for the product of each well, while the same is being sold off the premises, and first party shall have free use of gas for domestic purposes, by making her own connections for such gas at the well at her own