

33, Page 216 of the records of Tulsa County, that said Quit Claim deed while purporting to be a Quit Claim deed on its face, was in fact and truth a mortgage; that the amount, to-wit: the sum of Four Hundred (\$400.00) for which said instrument was given in security has been fully paid and satisfied.

Edward Crowell

On this 17th day of November, A.D. 1909, personally appeared before me Edward Crowell, to me well known to be the person whose name is subscribed to the above and foregoing instrument and acknowledged that he signed the same for the purposes and consideration therein mentioned and set forth, and also after being duly sworn, stated on oath that the matters and things therein contained are true and I do certify.

(L SEAL)

D. M. Martindale, Notary Public.

My commission expires 5/23/1912.

Filed for record at Tulsa Nov. 18, 1909 at 3 o'clock P.M.

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

OIL AND GAS LEASE.

IN CONSIDERATION of the sum of Thirty (\$30.00) Dollars the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained Mary C. Jones and her husband Cade Jones first parties hereby grant unto A. W. Lucas second party, successors and assigns, all the Oil and Gas in and under the following described premises, together with the right to enter thereon at all times for the purpose of drilling and operating for oil or gas to erect, maintain and remove all buildings, structures, pipes, pipe lines and machinery necessary for the production and transportation of oil or gas. PROVIDED, That the first party shall have the right to use said premises for farming purposes except such part as is actually occupied by second party, namely: A lot of land situated in the Township of-----County of Tulsa, in the State of Oklahoma, and is described as follows, to-wit: The North Twenty and (20 7/100) the South East ten (10) acres of Lot No. 3 Section Number 5 Township Number 22 Range Number 13 East, containing 30 acres, more or less.

THE ABOVE GRANT WAS MADE ON THE FOLLOWING TERMS:

1st. Second party agrees to drill a well upon said premises within six (6) months from this date, or thereafter pay to first party Thirty (\$30.00) Dollars annually in advance or the property hereby granted is conveyed to the first parties.

2nd. Should oil be found in paying quantities upon the premises, second party agrees to deliver to first party in tanks or in the pipe line which it may connect the well or wells, the one-eighth (1/8) part of all the oil produced and saved from said premises.

3rd. Should Gas be found second party agrees to pay to first party One Hundred fifty Dollars annually for every well from which gas is used off the premises.

4th. First parties shall be entitled to enough Gas free of cost for domestic use in the residence on said premises as long as second party shall use Gas off said premises under this contract, but shall lay and maintain the service pipes at his own expense and use said Gas at his own risk. The