

the within and foregoing instrument as party of the first part, 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.

(SEAL)

Sophia Magnuson, Notary Public.

My Com. Ex. May 13, 1911.

Filed for record at Tulsa Dec. 6 1909 at 1:45 O'clock P.M.

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

OIL AND GAS LEASE.

THIS LEASE, Made this 11th day of November, 1909, by and between Samuel A. Orcutt, guardian of Myrtle Burnett, a minor, of Tulsa, Oklahoma, of the first part, and Chauncey A. Bowen, of the second part:

WITNESSETH: That the said party of the first part, in consideration of \$50.00 in hand paid, the receipt of which is hereby acknowledged, and the stipulations, rents and covenants hereinafter contained, on the part of the said party of the second part, his heirs, executors, administrators, successors and assigns, to be paid, kept and performed, has granted, demised and let unto the said party of the second part, his heirs, executors, administrators, successors and assigns, for the sole and only purpose of drilling and operating for petroleum oil and gas for the term of ten (10) years or as long thereafter as oil or gas is found in paying quantities, all that certain tract or land situated in the county of Tulsa, State of Oklahoma, and described as follows.

North Half of the Southeast Quarter; the Southwest Quarter of the Northeast Quarter, and Lot Five (5) in Section Eight (8); and the West 28.04 acres of Lot Six (6) of Section Nine (9), all in Township Nineteen (19) North, Range Eleven (11) East.

containing 160 acres, more or less; excepting and reserving therefrom 130 feet around the buildings on said premises, upon which there shall be no wells drilled; the boundaries of which shall be designated and fixed by the said party of the first part.

The said second party hereby agrees, in consideration of the said lease of the above described premises, to give said first party one-eighth royalty share of all the oil or mineral produced and saved from said premises, except that used for operating purposes on the premises, and the sum of One Hundred and Fifty (\$150) Dollars per annum for each and every well drilled on the premises herein described and while gas is piped and sold from the same off the premises. The said second party agrees not to unnecessarily disturb growing crops thereon, or the fences.

The said second party is hereby granted the right to enter upon the above described premises at any time for the purpose of mining or drilling and the right of way to and from the place of operation or drilling, and the rights to lay pipe lines for the purpose of conveying or conducting water, steam, gas or oil over and across said premises and also the right to remove at any time any and all machinery, oil well supplies or appurtenances of any kind belonging to said second party.