

ACKNOWLEDGMENT.

STATE OF OKLAHOMA)
OKMULGEE COUNTY (S.S.

Before me, George James a Notary Public in and for said County and State, on this 15th day of November 1909, personally appeared G.E. Cassity and Anna V. Cassity to me known to be the identical persons who executed the with in and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year above written.

(seal)

George James, Notary Public.

My commission expires May 8, 1912.

Filed for record at Tulsa Dec 17, 1909 at 10:10 O'clock A.M.

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

OIL AND GAS LEASE.

THIS AGREEMENT, made this 17th day of Dec. A.D. 1909, by and between Leana L. Brown nee Posey and John B. Brown her husband of the first part, and The Producers Oil Company of the second part,

WITNESSETH, That the said parties of the first part for three hundred dollars and other good and valuable considerations the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned does grants, demiseses, leases and lets unto the party of the second part its successors or assigns, all the oil and gas in and under that certain tract of land for the purpose and with the exclusive right of drilling and operating for oil and gas; which said tract or land is situated in the County of Tulsa, State of Oklahoma, and described as follows, to-wit:

NE $\frac{1}{2}$ of NW $\frac{1}{4}$ and the W $\frac{1}{2}$ of NE $\frac{1}{4}$ of Sec. 26, Town. 17, Range 12 East containing 120 acres, more or less. But no wells shall be drilled within 200 Hundred feet of the present buildings, except by mutual consent.

The parties of the first part grant the further privilege to the Party of the second part, its successors or assigns of using sufficient water, oil and gas from the premises necessary to the operations thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to move 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 its successors or assigns, for the term of 15 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 the parties of the first part in tanks or pipe lines the 12 $\frac{1}{2}$ per cent 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 thirty dollars yearly, in advance for the product of each gas well, while the same is being sold off the premises, and first parties shall have free use of the gas for domestic purposes, by making their own connections for such gas 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