

CERTIFICATE OF TRUE COPY.

STATE OF OKLAHOMA)
) S.S. Probate #538 State.
 COUNTY OF MUSKOGEE)

I, Wm. F. Wells, Clerk of the County Court within and for the County Court within and for the County of Muskogee, State of Oklahoma, hereby certify that the above and foregoing is a true and correct copy of the Order of Court made in this matter, as the same appears from the records of my office.

In Witness Whereof, I hereunto set my hand and affix the official seal of this Court at Muskogee, Oklahoma, this 9th day of Nov. 1909.

(seal)

Wm. F. Wells, Clerk of the County Court.

Filed for record at Tulsa, Okla. Dec. 20, 1909 at 4:50 O'clock P.M.

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

from 75B
 COMPARED

OIL AND GAS LEASE.

AGREEMENT, Made and entered into this 8th day of November A.D. 1909 by and between R. B. Butts, Guardian of Nellie M. Creek a Minor of Muskogee, County, of Muskogee, State of Oklahoma, party of the first part, and John B. Meserve, party of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar to him in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said party of the second part, to be paid, kept and performed has granted, demised, leased and let and by these presents do grant, demise, lease and let unto the said party of the second part his heirs, administrators, executors, successors, or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines and of building tanks, stations and structures thereon to take care of said products all that certain tract of land, situate in the-----County of Tulsa, State of Oklahoma hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state; described as follows.

The West half of the southeast quarter of section Thirty three (33) in Township Twenty (20) North and Range Thirteen (13) East, containing Eighty acres, more or less, and being same land conveyed to the first party by the Cherokee Nation by deed, reserving however therefrom 200 feet around the buildings on which no wells shall be drilled by either party except by mutual consent.)

It is agreed that this lease shall remain in force for a term of two years from this date and as long thereafter as oil or gas be either of them, in produced from said land by the party of the second part his heirs, administrators, executors, successors or assigns not exceeding minority or said minor)

In consideration of the premises, the said party of the second part covenant, and agree: 1st.--To deliver to the credit of the ²arty of the first