

act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

(seal)

J. W. McNellis, Notary Public.

My commission expires Feb. 12, 1912.

Filed for record at Tulsa, Okla. Dec. 20, 1909 at 8 o'clock A.M.

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

COMPARED

OIL AND GAS LEASE.

THIS AGREEMENT, Made and executed in duplicate this 9th day of December, A.D. 1909, between Albert Worstell, and Edna Worstell, his wife, of Collinsville, Rogers County, Oklahoma, parties of the first part, and O.H. Grober, of Coffeyville, Kansas, party of the second part.

WITNESSETH, that the said parties of the first part for the consideration of one dollar in hand paid the receipt whereof is hereby acknowledged, and other valuable considerations hereinafter mentioned, do hereby lease to the said party of the second part his heirs or assigns, for the term of ten years and as much longer as gas or oil may be found in paying quantities, or gas furnished or royalties paid, from the date hereof) the following described real estate situated in the County of Tulsa and State of Oklahoma, to-wit:

The Southwest  $\frac{1}{4}$  of Northeast  $\frac{1}{4}$ , and Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; of Sec. Five (5) Township Twenty-one (21) *North of* Range Fourteen (14) east of the Indian Meridian, consisting of Fifty (50) Acres.

With full and exclusive power and authority to the party of the second part, or its assigns, to enter upon the above described lands and drill for gas, oil taking upon and removing from said lands any machinery or appliances necessary to the prosecution of the said work; to erect any necessary buildings, tanks or tracks for the legitimate use of said work or the products thereof, and to remove or convey said products off said lands by any reasonable methods, and the right from time to time to repair or replace the same, avoiding as far as may be practical damage to growing crops or fences, but in case of such damage to pay for same as may be determined by appraisers.

In consideration of the premises, the party of the second part agrees to pay as royalty to the parties of the first part upon each well of gas from which any product is taken having any commercial value the sum of (Twelve & 50/100 (\$12.50) Dollars, while so taken. Royalties to be paid in cash on the first of each month for the preceeding month, payable at Oklahoma State Bank, in Collinsville, Oklahoma, upon demand by first parties in case that oil or other products than gas are found the royalty shall be one-eighth (1/8th) of such product, delivered at the surface near the mouth of well or shaft)

It is mutually agreed that the party of the second part shall begin operations under this lease within twelve (12) months from the delivery hereof, or in case of failure so to do, then and in that case the party of the second party shall lay pipes, from mains or wells within fifty feet of residence occupied by first party on above described land and furnish gas for their stoves and their lights, and no other or additional expense shall be incurred under this lease by second party, and this lease shall be binding so long as gas shall