

STATE OF OKLAHOMA)

COUNTY OF TULSA ( S.S.

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of December, 1909, personally appeared J.H. McBirney and Vera McBirney, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and severally acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(seal)

Sam'l. P. McBirney, Notary Public.

My commission expires the 11th day of June 1910.

Filed for record at Tulsa, Okla. Dec. 29, 1909 at 10 o'clock A.M.

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

OIL AND GAS LEASE.

THIS AGREEMENT, made this 23d day of November A.D. 1909 by and between James M. Ward & Susan S. Ward of the first part, and J.W. Johnson & P. K. Johnson of the second part.

WITNESSETH, that the said party of the first part, for One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, and in further consideration of the rents, covenants and agreements hereinafter mentioned, has granted, demised and let unto the party of second part, their heirs, successors and assigns, all the oil and gas in and under that certain tract of land hereinafter described, and also all the said tract of land for the purpose and with the exclusive right of drilling and operating for said oil and gas which said tract of land is situated in Tulsa County, Oklahoma, and described as follows, to-wit:

SE4 of SW4 of SE4	Section 2, Township 21, Range 13 Acres 10
W2 of SW4 of SE4	Section 2, Township 21, Range 13 Acres 20
NE4 of SW4 of SE4	Section 2, Township 21, Range 13 Acres 10
NW4 of NE4	Section 11 Township 21, Range 13 Acres 40

containing 80 acres, more or less. But no wells shall be drilled within 150 feet of the present buildings, except by mutual consent.

The party of the first part grants the further privilege to the party of the second part, their heirs, successors and assigns, of using sufficient water 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 remove at any time machinery or fixtures placed on the premises by said second party.

To have and to Hold the same unto the said party of the second part, their heirs, successors and assigns, for the term of ten years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said second party.

In consideration whereof, the said party of the second part agrees to deliver to party of the first part in tanks or pipe lines the One eighth 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 them \$150 yearly, payable quarterly in advance for the products of each gas well, while the same is being sold off the premises and first party shall