WITNESS my hand and Notarial Seal, the day and year first above set forth.
Spphia Magnuson,

(SEAL) My commission expires May 13, 1911. Notary Public. Filed for record at Tulsa, Okla., May 14, 1909, at 1.50 c'clock P. M. H. C. Walkley, Register of Deeds (SEAL)

OIL AND GAS LEASE.

THIS AGREEMENT, Made in duplicate and entered into this 16th, day of March 1909, by and between William S. Jay and Mary P. Jay (his wife) of Lancaster County, State of Nebraska, parties of the first part and H. L. Cook of Lincoln, Nebraska and G. C. Lord of Cherryvale Kansas, parties of the second part:

WITNESSETH: That the saidparties of the first part, for and in consideration of the sum of One Dollar, in hand paid, the receipt of which is hereby ack nowledged, and other vlauable considerations hereinafter set forth, do hereby grant, demise, lease and let unto the saidparty of the secondpart, their succ essors or assigns, for the wole and enly purpose of drilling and operating for oil and gas or other minerals, the following described real estate, situate in the County of Tulsa, State of Oklahoma, to-wit:

The South Half $(\frac{1}{2})$ of the Southeast Quarter $(\frac{1}{4})$ of Section Eleven (11), Township Eighteen (18) North, Range Twelve (12) East, containing Eighty (80) acres, more or less.

TO HAVE AND TO HOLD THE SAME, for a term of Twenty five years from the date hereof and as much longer as oil or gas of commetrial value is being found or produced thereon with the full and exclusive right, power and authority of the party of the secondpart, to enter upon the above described premises and drill or bore for oil and gas, take onto or remove from said land all machinery, appliances, equipment and buildings necessary fro the prosecution of said work; and shall have full right and privilege to use wgas and water free of charge from said premises for drilling or operating thereon, avoiding however, as far as parcticable, damage to growing crops, but in case of such damage to pay for same as may be mutually agreed upon or determined by appraisers.

IN CONSIDERATION of the above grant and lease by the first parties, parties of the second part hereby covenant and agree for themselves, assigns or heirs, to pay or cause to be paid to the lessor, as a royalty, a sum and amount equal to three eights (3/8) of the market value of all oil, gas or other minerals extracted from said land, and to pay the royalty accruing for any month on or before the 25th, day of the month succeeding Provided, that if oil or gas be stered on the premises, then the royalty on said oil or gas shall be paid at the time same is marketed, as provided.

It is further agreed by the seond parties, that in case default is made in the payment as above stipulated, for a period of sixty days from date payment becomes due then this lease may be declared null and void at the discretion of the parties of the first part.

In consideration of the premises the parties of the second part agree to drill a well within the time stated herein; to defray all expenses of carrying on such development and in case oil or gas shall be found in paying quantities, the parties of the first first part agree to pay for Threeights (3/8) of the actual expense as per certified statement of work and material used.