

C E R T I F I C A T E.

STATE OF OKLAHOMA, COUNTY OF ROGERS, SS:

IN THE COUNTY COURT THEREOF.

I, J. M. York, Clerk of the County Court of Rogers County, Oklahoma, do hereby certify that the above and foregoing is a true and complete copy of the Order Confirming Lease, in the <sup>11</sup>therein entitled cause as the same appears on file and of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court  
at the City of Claremore, in said county and State, this 9 day of June A. D., 1909.

J.M. York, Clerk of the County Court.

( COURT SEAL )

Filed for record at Tulsa, Okla., Jun. 16, 1909, at 2.05 o'clock P. M.

H. C. Walkley, Register of deeds (SEAL)

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OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into, this 9<sup>th</sup> day of June A. D., 1909, by T. J. Daugherty as Guardian of Thomas W. Daugherty, minor born June 6, 1904 party of the first part, and The Lucas Oil Company, party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable consideration 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 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 second party, its heirs, successors or assigns, for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, all that certain tract of land situated in the County of Tulsa, State of Oklahoma, bounded and described as follows, to-wit:

SE/4 of SE/4 and S/2 of NE/4 of SE/4 Section 31, and SE/4 of NE/4 of SE/4 Section 28, All in Township 20 N. R. 14 E. containing 70 acres, more or less.

It is agreed that this lease shall remain in force for a term of five years, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, its heirs, successors or assigns.

In consideration of the premises, the said party of the second part covenants and agrees:

1. To deliver to the credit of the first party, her heirs or assigns, free of cost in the pipe line to which lessee may connect oil wells, the equal  $1/8$  part of all oil produced and saved from the leases premises.

2. To pay to the first part One Hundred Fifty (\$150.00) Dollars each year in advance for the gas from each well where gas only is found, while the same is being sold off the premises, and the first party to have gas free of cost to heat and light one dwelling house on the premises during the same time.

3. The party of the secondpart agrees to commence drilling operations on the above described premises within one year from date hereof, or pay at the rate of One Dollar per acre, for each additional year such commencement is delayed from the time above mentioned.