

STATE OF OKLAHOMA,)
 : SS.
 TULSA COUNTY.)

Before me, a Notary Public, in and for said County and State, on this 25th, day of June 1909, personally appeared S. R. Lewis and Elizabeth B. Lewis, his wife, to me known to be the identical persons who executed the within and foregoing instrument and duly acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal, the day and year last above written.

Orville S. Booth, Notary Public.

(SEAL) My commission expires Feb. 23, 1912.

Filed for record at Tulsa, Okla., Jun. 24, 1909, at 4.35 o'clock P. M.

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

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 16, day of June, A. D. , 1909, by and between Sammie Davis, of Tulsa, Oklahoma, party of the first part, and W. W. MacGall, of Tulsa, Oklahoma, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of \$10.00 Dollars, to him in hand welland 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 doe grant lease and let unto the said party of the second part, his heirs 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 Creek Tulsa County and within Oklahoma, to-wit: The SW¹/₄ of Sec. 2, Twp. 19, Rng¹/₄ 13 East, and containing One Hundred and ^{Sixty}~~Eighty~~ Acres, more or less, 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 ten years from this date and as long thereafter as oil or gas, or either of them is produced from said land by the party of the second part, his successors or assigns.

In consideration of the premises the said party of the second part covenant and agrees 1st. To deliver to the credit of the first party, his heirs, executors, administrators and assigns, free of cost in the pipe line to which party of the second part may connect his wells, the equal one eighth (1/8) part of all oil produced and saved from the leased premises; and,

2nd. To pay Seventy Five Dollars exch Three Months in advance for the gas from each and every well drilled on said premises, the product from which is marketed and used off the premises, while the gas from said well shall be marketed and used.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. And further to complete a well on said premises within one year from the date hereof, or pay at the rate of twenty Five (\$25.00) Dollars, quarterly in advance, for each additional three months such completion