

STATE OF INDIANA,)
 : SS.
 COUNTY OF VIGO.)

ON this 22nd, day of July 1909, before me, a Notary Public, within and for the City and State aforesaid, personally appeared Lewis F. Nuss and his wife Louisa Nuss, to me personally well known as the grantors in the foregoing instrument and 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, affixed my Notarial Seal, the day and year above written.

my commission expires Feb. 17, 1910.

Filed for record at Tulsa, Okla., Jul. 30, 1909; at 9.30 o'clock A. M.

R. Voorhees Newton
 Notary Public, (Seal)

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

OIL AND GAS LEASE.

AGREEMENT, made and entered into this 5 day of July A. D. 1909, by and between George McGuckin, and his wife Pearl McGuckin, of Collinsville, Okla., of Rogers County, and State of Oklahoma, lessors and John Eaton, of Pittsburgh, Pa., lessee.

WITNESSETH: That the lessors in consideration of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and the covenants and agreements hereinafter contained and to be kept and performed by the lessee, does hereby grant unto the lessee, his heirs successors and assigns, all the oil and gas in and under the following described land, for the sole and only purpose of and with the exclusive right of operating thereon for oil and gas, together with the right of way over and across said premises to the place of operation, by said lessee lying adjacent thereto, the right to erect derricks and all other necessary buildings, lay pipe lines and powers over and across said premises, and to use water, gas and oil to drill and operate wells on this and adjacent leases; also the right to remove at any time any property placed thereon by Lessee, which tract of land is situated in the County of Tulsa and State of Oklahoma, and described as follows, to-wit:

The All of the East Half of Lot Three (3) and the Southeast Quarter of the Northwest Quarter, all in Section Four (4), Township Twenty One (21), Range Fourteen (14) East containing 60 acres more or less.

TO HAVE AND TO HOLD THE SAME unto the Lessee, his heirs successors and assigns, for the term of five (5) years from the date hereof, and as much longer as oil or gas is found in paying quantities thereon; yielding and paying to the lessor the one eighth (1/8) part of all oil produced and saved from the premises, delivered free of expense into tanks or pipe lines to the Lessors credit, and should any well producing gas in sufficient quantities to justify marketing, the lessor shall be paid at the rate of One Hundred Fifty Dollars (\$150.00) per year for such well so long as gas therefrom is sold, and lessors is to have gas for domestic use in one dwelling house on the premises free of cost during the same time, he making his own connections.

It is agreed that in case no well is completed on above described premises within one year from the date hereof, this lease shall become absolutely null and void, unless Lessee shall pay for the further delay a rental of Sixty Dollars (\$60.00) per year, payable Quarterly in advance, until a well is completed on these premises and it is expressly agreed and understood that if such payments be continuously made until a well is com-