STATE OF OKLAHOMA, ; SS. T U L S A COUNTY. ;

Before me, a Notary Public, in and for said County and State, on this 18th, day of June 1909, personally appeared W. M. McCullough and Sadie McCullough, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses andpurposes therein set forth.

WITNESS my hand and Seal as Such Notary Public, on the day last above mentioned.

C. B. Haikey, Notary Public.

(SEAL) My commission expires 2/15/13.

Filed for record at Tuosa, Okla., Jul. 3, 1909, at 10.55 o'clock P. M.
H. C. Walkley, Register of Deeds (SEAL)

OIL AND GAS LEASE.

by the first parties, Sallie Merrison and Henry Merrison, first parties hereby grant and convey unto John E. Smith and W. H. Reese, second parties, all the oil and gas in and under the premises hereinafter described, together with the said premises for the purpose and with the exclusive right to enter thereon at all times by themmself, agents and employess to drill and operate wells for oil, gas and water, and to erect, maintain, occupy, repair amd remove all buildings, telephone poles and wires, structures, pipe lines, machinery and appliances that the secondparties may deem necessary, convenient or expedient to the production of oil, gas and water thereon, and the transportation of oil, gas and water, on, upon and over said premises and the highways along the same, except the first parties agrees to accept said share of said oil, as full compensation for all the products of each well in which oil is found. Said real estate and premises are located in Tulsa County, Oklahoma, and decribed as follows, to-wit:

NE? 4 of NE. 4 and SW. 4 of NE. 4 of Section 35, Township 18 N. Range 13 E., containing Eighty acres, more or less.

TO HAVE AND TO HOLD SAID PREMISES for said purposes for the term of two years from this date, and so long thereafter as oil or gas is produced thereon.

It is agreed that while the product of each well in which gas only is found shall be marketed from said premises, the second parties will pay to first parties at the rate of One Hundred & Fifty Dollars per annum and give the first parties free gas for domestic purposes at the dwelling house during the same time.

Whenever the first parties shall request it, second parties shall bury all oil and gas lines which are laid over tillable ground. Second Parties also agree to pay all damages to growing crops my reason of laying and removing pipe lines. No well to be nearer than 250 feet of residence buildings on premises.

Second parties agree to complete a well on said premises within one year from date or to pay to the first parties at the rate of One Dollar, per acre per annum thereafter