

Before me, a Notary Public, in and for said County and State, on this 18th, day 1 of June 1909, personally appeared Edward McCullough and Stella McCullough, to me known to be the identical persons who 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 use and purposes 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 2/18/13.

Filed for record at Tulsa, Okla., Jul. 3, 1909, at 10.55 o'clock A. M.

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

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#### OIL AND GAS LEASE.

IN CONSIDERATION OF THE SUM OF ONE DOLLARS, the receipt of which is acknowledged by the first part Robert Fry and Cornelia Fry, first parties hereby grant and convey unto John S. Smith and W. H. Reese second parties all the oil and gas in and under the premises hereinafter described, together with said premises for the purpose and with the exclusive right to enter thereon at all times by themselves, agents and employees, to drill and operate wells for oil, gas and water, and to erect, maintain, occupy, repair and remove all buildings, telephone poles and wires, structures, pipe lines, machinery and appliances that the second parties 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, that first parties shall have the full one eighth part of all oil produced and saved from said premises and 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 described as follows, to-wit.

S $\frac{1}{2}$  of SE $\frac{1}{4}$  of Section 34, 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 gas or oil 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 the first parties therefor at the rate of One Hundred and Fifty Dollars per annum, and give the first parties free gas for domestic purposes at the dwelling house during the same time.

Whenever first parties shall request it the second parties shall bury all oil and gas lines which are laid over tillable ground. Second parties also agree to pay all damages done to crops by 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 the completion of said well is delayed.

All moneys falling due under the terms of this grant may be paid direct to first parties or to the credit of the first parties at the Bank of Commerce Bank, Tulsa, Okla.

In further consideration of the payment of said sum of One Dollars first above mentioned, first parties grants unto second parties the exclusive option and right to release