

liabilities of second parties as to the portion released shall cease and determine.

Second parties shall have the right to use sufficient gas, oil and water to drill all wells and for all purposes necessary or convenient in operating the same.

The terms and conditions of this grant shall extend to the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals, this 1st day of July 1909.

WITNESS:

J. W. Simmons (SEAL)

C. B. Haikey.

Clara Simmons (SEAL)

A C K N O W L E D G E M E N T.

STATE OF OKLAHOMA, TULSA COUNTY, SS:

BEFORE ME, a Notary Public, in and for said County and State, on this 1st, day of July, 1909, personally appeared J. W. Simmons and Clara Simmons, 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 uses 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 2/15/13.

Filed for record at Tulsa, Okla., Sep. 2, 1909, at 10.25 o'clock A. M.

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

OIL AND GAS LEASE.

IN CONSIDERATION OF THE SUM OF ONE DOLLARS, the receipt of which is acknowledged by the first part Maggie Bemore and Charley Bemore first parties hereby grant and convey unto John C. 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 themselves, agents and employees to drill and operate wells for oil and gas and water, and to erect, maintain, and occupy repair and remove all buildings, telephone poles and wires, structures, pipelines, machinery and appliances that 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 the first parties shall have the full one eighth part of all oil produced and saved on the premises and first parties agree 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:

$\frac{1}{4}$ of SW. $\frac{1}{4}$ of Section One, Township 17, Range 13 E., containing 80 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 the first parties therefor 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.