10" day of Aug, 1909, personally appeared Joe Tulsa, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. WITNESS my hand and official seal, the day and year above set forth.

Joseph Bruner, Notary Public.

(SEAL) My commission expires Nov. 1st, 1910.

Filed for record at Tulsa, Okla., Aug. 24, 1909, at 1.20 o'clock P. M.
H. C. Walkley, Register of Deeds (SEAL)

OIL AND GAS MINING LEASE.

THIS AGREEMENT, Made this 24th, day of August 1909, by and between Thomas Gilcrease, party of the first part, and grant R. McCullough, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Seventeen Thousand (\$17,000.00) Dollars, the receipt of which is hereby acknowledged, and for the further consideration of the rents, covenants and agreements hereinfeter. provided, has granted, demised, let and leased and does by these presents grant, demise, let and lease unto the party of the second part, his heirs, successors and assigns all the oil and gas in and under that certain tract of land hereinafter described and also all the said tract of land hereinafter described, for the purpose and with the exclusive right of drilling and operating thereon for said oil and gas, both as to wells now opened and operated, upon said land and as to all wells which may hereafter be drilled, opened and operated thereon, which said tract of land is situated in Tulsa County, State of Oklahoma, and described as follows, to-wit:

The South Half (1) of the North West Quarter (1) and the North Half (1) of the South West Quarter (1) of Section Twellty Two (22), Township Seventeen (17) North of Range Twelve (12) East of the Indian Meridian, containing 160 acres.

The said party of the first part grants the further privilege unto the party of the second part, his heirs, successors and assigns of using sufficient water and gas from the premises necessary to the operations thereon and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time, machinery or fixtures placed on the premises by said party of the second part.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, his heirs, successors and assigns, for the term of fifteen years and as long thereafter as oil or gas is being produced therefrom by said party of the second part, his heirs, successors or assigns. The term of this lease to begin at the time of the expiration or cancellation of a certain lease of said premises heretofore executed by William L. Gilcresse, as guardian of Thomas Gilcresse, to William H. Millikin, and the said term of this lease shall run for fifteen years thereafter and as long thereafter as oil and gas is being produced as aforesaid.

In consideration whereof the said party of the second part agrees to deliver to the party of the first part, in tanks or pipe-lines, the one eighth (1/8) part of all oil produced and saved from the leased premises. And should gas be found on said premises in paying quantities, said party of the second part agrees to pay one Hundred (\$100.00)