

the above named Charles P. Collins, to me well known as the identical person who executed the foregoing instrument, and in due form of law acknowledged that he executed the same as his free and voluntary act and deed, for the purposes and considerations therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal, in the County aforesaid, this 13th, day of September A. D. 1909.

Randolph Shirk, Notary Public.

(SEAL) My commission expires April 23, 1912.

Filed for record at Tulsa, Okla., Sep. 13, 1909, at 10.15 o'clock A. M.

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

COMPARED

OIL AND GAS LEASE.

AGREEMENT: Made and entered into the 6th, day of March 1909, by and between Ruby M. Rice, of Muskogee, Oklahoma, party of the first part, and Charles P. Collins, of Tulsa, Oklahoma, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Hundred and Fifty Dollars to her hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said party of the second part, to be paid, kept and performed, has granted and conveyed, and by these presents does grant and convey unto the said party of the second part, his successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and of building tanks, stations and structures thereon to take care of the said products, All that certain tract of land, situate in Tulsa County, Oklahoma, to-wit:

North Half of North West Quarter of Section Eight, Township Twenty North, Range Thirteen East, containing Eighty Acres, more or less, reserving therefrom 200 feet around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this grant shall remain in force for the term of five years from this date, and as long thereafter as oil or gas, or either of them is produced therefrom by the party of the second part, his successors or assigns.

IN CONSIDERATION OF THE PREMISES the said party of the second part covenants and agrees

1st:- To deliver to the credit of the first party, her heirs or assigns, free of cost in the pipe line to which it may connect its wells, or in tanks at the wells, or pay the market price therefor in cash, the equal one eighth part of all oil produced and saved from these premises: And,

2nd:- To pay One Hundred Fifty Dollars per year for the gas from each and every gas well drilled on said premises; the product from which is marketed and used off the premises. Said payments to be made on each well within sixty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter while the gas from said well is so used.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises.

The said party of the second part agrees to commence drilling one well within four months from the date hereof, and complete same within a reasonable time, and in case of