

thereof unto the said party of the second part, his heirs and assigns against the said party of the first part and their heirs and against all and every person and persons, whomsoever lawfully claiming or to claim the same or any part thereof, by, through, from or under the said parties of the first part, their heirs or assigns.

Except as the certain Gas leases dated March 19th, 1906.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Executed and delivered in the presence of:

Leo E. Graves

Frank L. Middleton

Agnes Gibson.

Minnie B. Middleton.

STATE OF MICHIGAN, )  
                              ) SS.  
BRANCH COUNTY.     )

BEFORE ME, Agnes Gibson, a Notary Public, in and for said County and territory, on this 22nd, day of September, 1909, personally appeared Frank L. Middleton and Minnie B. Middleton, Husband & Wife, 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 Notarial Seal, the day and year above set forth.

Agnes Gibson, Notary Public.

(SEAL) My commission expires April 30, 1912.

Coldwater, Mich.

Filed for record at Tulsa, Okla., Sep. 25, 1909, at 11 o'clock A. M.

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

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#### OIL AND GAS LEASE.

THIS LEASE, made this 15th, day of September A. D. 1909, by and between Cyrus S. Avery of Tulsa, Oklahoma, of the first part and Big 5 Oil & Gas Company, of the second part.

WITNESSETH: That the said party of the first part, in consideration of \$160.00 in hand paid, the receipt of which is hereby acknowledged, and the stipulations, rents and covenants hereinafter contained, on the part of the said party of the second part, its heirs, executors, administrators, successors and assigns, to be paid, kept and performed has granted, demised and let unto the said party of the second part, its heirs, executors administrators, successors and assigns, for the sole and only purpose of drilling and operating for Petroleum Oil and Gas for the term of Five years, or as long thereafter as Oil or Gas is found in paying quantities, all that certain tract of land, situated in the County of Tulsa, State of Oklahoma, and particularly described as follows, to-wit:

The North West Quarter of the South East Quarter and the North Half of the South West Quarter of the South East Quarter and the East Half of the South West Quarter of the North East Quarter of Section Thirty Six (36), Township Twenty (20) North, Range Thirteen (13) East, containing 80 acres, more or less; excepting and reserving therefrom ----- feet around the buildings on said premises, upon which there shall be no wells drilled; the boundaries of which shall be designated and fixed by the said party of the first part.

The said second party hereby agrees, in consideration of the said lease of the above described premises, to give the said first party one eighth royalty share of all the oil or mineral produced and saved from said premises, except that used for operating purposes