

and deed, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year first above written.

J. C. Fine, Notary Public.

(SEAL) My commission expires Jan. 4th, 1913.

STATE OF OKLAHOMA, TULSA COUNTY, AT TULSA, OKLA.,

I hereby certify that this instrument was filed for record in my office on Hun. 16, 1909, at 2.05 o'clock P. M. and is duly recorded in Record 62, page 502.

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

Filed for record at Tulsa, Okla., Oct. 4, 1909, at 8 o'clock A. M.

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

OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into, this 9th day of June A. D. 1909, by and between T. J. Daugherty, as Guardian of J. T. Daugherty, minor born April 24, 1902, party of the first part, and The Lucas Oil Company, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable consideration in 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 party of the second part, to be paid, kept and performed, has granted, demised, leased and let, and by these presents do grant, demise, lease and let unto the said second party, its heirs, successors and assigns, for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, all that certain tract of land situated in the County of Tulsa, State of Oklahoma, bounded and described as follows, to-wit:

NE/4 of SE/4 and N/2 of SE/4 of SE/4 Section 21 and NE/4 of SW/4 of NW/4 Section 28 Township 20 N. R. 14 E. containing 70 acres more or less.

It is agreed that this lease shall remain in force for a term of Five years, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, its heirs, successors or assigns.

In consideration of the premises, the said party of the second part covenants and agrees

1. To deliver to the credit of the first party her heirs or assigns, free of cost in the pipe lines to which lessee may connect oil wells, the equal 1/8 part of all oil produced and saved from the leases premises.

2. To pay to the first party One Hundred Fifty (\$150.00) Dollars each year in advance for the gas from each well where gas only is found, while the same is being sold off the premises, and the first party to have gas free of cost to heat and light one dwelling house on said premises during the same time.

3. The party of the second part agrees to commence drilling operations on the above described premises within one year from date hereof, or pay at the rate of one dollar per acre for each additional year such commencement is delayed from the time above mentioned.

The above rental shall be paid to the credit of the first party at Farmers & Merchants Bank, Catoosa, Oklahoma, and it is agreed that the completion of such well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this lease.