

Witnesseth, that whereas, on the 20th day of October 1909, the County Court within and for the county of Adair, State of Oklahoma, made an order authorizing the said party of the first part to lease for oil and gas certain real estate of the said Henry Sixkiller situated in the County of Tulsa, State of Oklahoma, as described in said order.

And whereas, under and by virtue of said order the said party of the first part on the 20th day of October 1909 leased the hereinafter described real estate specified in said order subject to the confirmation of said court for the sum of Sixty (\$60.00) dollars, and whereas, the said County Court, upon the examination of said oil and gas lease, made an order confirming same and directing said oil and gas lease to be executed to said party of the second part.

Now, Therefore, the said Henry Sixkiller as the guardian of the said Frank Sixkiller party of the first part, pursuant to said order and in consideration of the sum of Sixty (\$60.00) dollars in hand paid, the receipt of which is hereby acknowledged, and other valuable considerations hereinafter set forth, does hereby grant, demise, lease and let unto the said party of the second part, heirs or assigns, for the sole purpose of drilling and operating for oil or gas, the following described real estate, situate in the County of Tulsa, State of Oklahoma, to-wit:

S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and S $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ and N $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 28, township 21 N, Range 14 East containing sixty (60) acres more or less.

TO HAVE AND TO HOLD the same during minority of the minor, and as much longer as oil or gas of commercial value is being found or produced thereon, with the full and exclusive right, power and authority to the party of the second part to enter upon the above described land and drill or bore for oil or gas, take onto or remove from said land all machinery, appliances and equipment necessary for the prosecution of said work; to erect all necessary buildings on said lands and shall have full right and privilege to use water free of charge from said premises for drilling or operating thereon, avoiding, however, as far as practicable damage to growing crops, but in case of such damage to pay for same as maybe mutually agreed upon or determined by appraisers.

In consideration of the premises, the party of the second part agrees to pay as a royalty to said party of the first part, the one-eighth part of all oil produced and saved from said premises, to be delivered to the party of the first part in tanks or pipe lines and for each gas well said second party shall pay said first party the sum of One Hundred and Forth dollars per year, payable semi-annually in advance, from the time when first used.

All payments as above provided may be made by sending checks by mail to first party personally to Post Office address at Stilwell, Oklahoma, or by depositing the amount thereof to his credit in the Adair County State bank at Stilwell Oklahoma.

First party to have gas free of charge for all domestic use on the above described land, to be taken at said well or wells so discovered and utilized. Second party to have so much gas free of royalty as may be necessary for operating and drilling on said land.

It is further mutually agreed by and between the parties hereto that said party of the second part shall complete a well under this grant, conveyance and