

STATE OF OKLAHOMA,)

: SS.

T U L S A COUNTY, ME, Benjamin C. Conner, a Notary Public, in and for said County and State, on this 18th, day of September 1909, personally appeared David McHodge, 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.

Benjamin C. Conner, Notary Public.

(SEAL) My commission expires March 29, 1911.

Filed for record at Tulsa, Okla., Oct. 18, 1909, at 11 o'clock A. M.

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

OIL & GAS LEASE.

NO. of acres 10 Description of land NE4 of NW4 of SE4 of Sec. 30, Twp. 21 N. R. 14 E.

THIS INDENTURE OR LEASE, made and entered into, in triplicate, on this 6th, day of October A. D. 1909, by and between Florence E. Cox, Guardian of the Estate of Lena L. Cox, minor, of Sapulpa, Creek Co. Oklahoma, party of the first part, lessor and Duquesne Oil and Gas Company, of Tulsa, Tulsa County, Oklahoma, party of the second part, lessee.

WITNESSETH: That the party of the first part for and in consideration of the sum of Twenty Five Dollars, dollars, cash bonus, and the royalties, covenants, stipulations and conditions hereinafter contained, and hereby agreed to be paid observed and performed by the party of the second part, her heirs and assigns, do hereby demise, grant and let unto the party of the second part, her heirs, successors and assigns, for the term of nine years from the date hereof, not, however, beyond the majority of said minor, all of the oil deposits and natural gas, in or under the following described land, lying and being within the County of Tulsa State of Oklahoma, to-wit:

NE4 of NW4 of SE4 of Sec. 30, Twp. 21 N. R. 14 E., containing 10 acres, more or less, with the right to prospect for, extract, pipe, store, refine and remove such oil and natural gas, and to occupy and use so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, extracting, pipeing, storing, refining and removing such oil and natural gas, including also the right to obtain from wells or other sources on said land, by means of pipe lines or otherwise, a sufficient supply of water to carry on said operations, and including still further the right to use such oil and natural gas as fuel so far as it is necessary to the prosecution of said operations.

IN CONSIDERATION OF WHICH the party of the second part hereby agrees and binds its heirs, successors and assigns, to pay or cause to be paid to the guardian of the estate of said minor, as royalty, the sum of twelve and One half Per cent (12½) per cent of the gross proceeds, on the leased premises of all crude oil extracted from said land, such payment to be made at the time of sale or disposition of the oil; and the lessee shall pay in yearly payments at the end of each year One Hundred and Fifty Dollars (\$150.00) on each gas producing well which they shall use.