

qualified and acting Harry Hibbard to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he had executed the same as his free and voluntary act and deed, for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 5th day of February 1910

My commission expires February 10, 1913.

Seal

W.H. Clark, Notary Public in and for
Muskogee County, Oklahoma.

Filed for record at Tulsa, Okla. Mar. 10 1910 at 11 o'clock A.M.

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

IN CONSIDERATION OF THE SUM OF one & no/100 (\$1.00) Dollars the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned F.M. Bussey, a single man, of Collinsville, Oklahoma, hereinafter referred to as the Lessor hereby grants unto A.W. Shulthis, of Independence, Kansas hereinafter referred to as the Lessee, his heirs successors and assigns, all the oil and gas in and under the following described premises, together with the exclusive right to enter thereon at all times for the purpose of drilling or operating for oil, gas or water, and to erect, install and maintain all buildings and structures, machinery and appliances, and lay all pipes necessary for the production, storage and transportation of oil gas or water upon and from said premises. Excepting and reserving, however, to the lessor the one eighth (1/8th) part of all oil produced and saved from said premises, to be delivered in the pipe line with which the Lessee may connect his wells, namely: All that certain lot of land situated in the Township of Twenty one (21) North County of Tulsa, in the state of Oklahoma, bounded and described as follows, to-wit:

The south Half (S $\frac{1}{2}$) of Southwest Quarter (SW $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) and Northwest Quarter (NW $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section Eight (8) Township Twenty-one (21) North, range Fourteen (14) East of the Indian Base and Meridian, containing sixty acres more or less, the same having been allotted to Ella Johnson.

containing sixty (60) acres, more or less.

To have and to hold the above premises for the term of ten (10) years and so long thereafter as oil or gas is found on said premises in paying quantities.

If gas only is found the Lessee agrees to pay at the rate of Two Hundred Dollars (\$200.00) each year, payable quarterly for the product of each well while the same is being sold off the premises, and the lessor to have gas free of cost at the well to heat all stoves and for lights in one dwelling house on the premises during the same time, to be used at the Lessor's risk. Provided, however that Lessee shall first have sufficient gas for drilling and operating his wells.

Whenever the lessor shall request it, the lessee shall bury all oil and gas lines on tillable land, and pay all damages done to growing crops by reason of the burying and removing of said pipe lines.

No well shall be drilled nearer than 200 feet to the house or