

State of Oklahoma)

Tulsa County (s.s.

Before me Charles R. Gilmore, a Notary Public in and for said County and State on this 12th day of March 1910, personally appeared Ethel Davis and Samuel C. Davis, her husband, 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.

IN witness whereof I have hereunto set my hand and official seal the day and year last above written.

(seal)

Charles R. Gilmore, Notary Public.

My commission expires Oct. 1st, 1913.

Filed for record at Tulsa, Okla. Mar 14 1910 at 9:40 O'clock A.M.

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

COMPARED

OIL AND GAS LEASE.

AGREEMENT, Made and entered into this 14th day of March A.D. 1910 by and between Lizzie Fisher and Willie Fisher her husband of Tulsa County and State of Oklahoma, Lessors, and John Roy of Tulsa, Oklahoma Lessee.

Witnesseth, that the Lessors in consideration of \$160.00 Dollars the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained and to be kept performed by the lessee, does hereby grant, unto the Lessee his heirs, successors and assigns, all the Oil and Gas in and under the following described tract of land for the sole purpose and with the exclusive right of operating thereon for oil and gas, together with the right of way over and across said premises to all places of operation, by said Lessee lying adjacent thereto, the right to erect derricks and all other necessary buildings, lay pipe ~~xxx~~ and powers over and across said premises and to use water, gas and oil to drill and operate wells on this and adjacent leases; also the right to remove at any time any property placed thereon by lessee, which tract of land is situated in the county of Tulsa and State of Oklahoma, and described as follows, to-wit: The North West quarter of Section No. 8 Township No. 18 Range No. 13 E.I.M. containing 160 acres, more or less.

TO HAVE AND TO HOLD the same unto the Lessee his heirs, successors and assigns for the term of five years from the date hereof, and as much longer as oil or gas is found in paying quantities thereon; yielding and paying to the Lessors the one eighth (1/8) part of all the oil produced and saved from the premises, delivered free of expense into tanks or pipe lines to the Lessors credit and should any well produce gas in sufficient quantities to justify marketing, the lessors shall be paid at the rate of two hundred dollars (\$200.00) per year for such well so long as gas therefrom is sold, and Lessor is to have gas for domestic use in one dwelling house on the premises free of cost during the same time they making their own connections.

It is agreed that in case no well is completed on above described premises within one year from the date hereof, this lease shall become absolutely null and void, unless Lessee shall pay for further delay a rental of One Hundred & Sixty dollars (\$160.00) per year, payable quarterly in advance, until a well is completed on these premises and it is expressly agreed and understood that if