

IN WITNESS WHEREOF The parties have hereunto set their hand and seals this 9th day of November, 1910.

Ralsa F. Morley (seal)

Augusta M. Morley (seal)

Witness:

C. E. Deloe (seal)

W.C. Guiler (seal)

State of Oklahoma, County of Tulsa, Se.

On the 9th day of November A.D. 1910, before me the subscriber a Notary Public in and for said county and state, personally appeared Ralsa F. Morley and Augusta M. Morley, his wife to me known to be the identical person named in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed including the release and waiver of rights under the Homestead Exemption laws for the uses and purposes therein set forth and desired that it might be recorded as such.

Witness my hand and official seal on the date above written.

My commission expires May 4th 1914.

Frank P. Whetsel, Notary Public (seal)

Filed for record at Tulsa Okla Nov 14, 1910 at 2:50 P.M.

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

OIL AND GAS LEASE.

THIS AGREEMENT Made this 27 day of Oct A.D. 1910, by and between Jacob R. Foutz and Lucinda Foutz, his wife, of the first part, and W.A. Baker, of the second part.

WITNESSETH: That the said parties of the first part for One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned, granted, demised, leased and let unto the party of the second part, his heirs and assigns, all the oil and gas in and under that certain tract of land hereinafter described, and also all the said tract of land for the purposes and with the exclusive right of drilling and operating for said oil and gas which said tract of land is situated in Tulsa county, Oklahoma, and described as follows, to-wit: The So. East Qr. of the N East Qr. of Section 31, Township 20 Range 14 Acres 40 containing forty acres, more or less. But no wells shall be drilled within three Hundred feet of the present buildings, except by mutual consent.

The parties of the first part grant the further privilege to the party of the second part their heirs and assigns of using sufficient water and gas from the premises necessary to the operating thereon and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time machinery or fixtures placed on the premises by said lessees.

To have and to hold the same unto the said party of the second part their heirs and assigns, for the term of ten years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said lessees.

In consideration whereof, the said party of the second part agree to deliver to parties of the first part in tanks or pipe lines the 1/8 part of all oil produced and saved from the leased premises. And should gas be