

State of Oklahoma, Tulsa County SS.

before me a Notary Public in and for the said county and state on this 7th day of Nov. 1910, personally appeared Kittie Richardson and H.T. Richardson, to me known to be the identical persons who executed the within and foregoing instrument, and duly 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 testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(seal)

Hayward Hayden, Notary Public

My commission expires Dec. 28, 1911

Filed for record at Tulsa, Okla Nov 22, 1910 at 1:15 P.M.

H.C. Walkley, register of deeds (seal)

Oil and Gas lease.

COMPARED

AGREEMENT, Made and entered into this 15th day of Nov. A.D. 1910, by and between John J. Smith and Sarah P. Smith, his wife of Tulsa, County, adState of Oklahoma, lessors and Thomas White, lessee.

Witnesseth, that the lessors in consideration of One dollar, 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 pipes 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 1/2 of the southeast 1/4 of section 25, Township 21^N. Range 13 E containing 80 acres more or less.

To have and to hold the same unto the lessee his heirs successors and assigns for the term of ten years from the date hereof, and as much longer thereafter 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 one hundred fifty (\$150.00) per year for such well so long as gas therefrom is sold and lessors 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 twelve months from the date hereof this lease shall become absolutely null and void, unless lessee shall pay for further delay a rental of eighty dollars (\$80.00) per year payable annually in advance, until a well is completed on these premises and it is expressly agreed and understood that if such payments be continuously made until a well is completed on said premises this lease shall continue until the expiration of the full term of the same.

All payments may be made in hand or by deposit to lessors credit in The First National Bank of Owasso, Okla or be deposited by registered letter in the P.O. to his