

act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

(seal)

Claude F. Tingley, Notary Public

My commission expires Sept. 12, 1914.

Filed for record at Tulsa, Okla Nov 25, 1910 at 2 P.M.

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

OIL AND GAS LEASE.

AGREEMENT, Made and entered into this 4th day of Nov. A.D. 1910, by and between Thomas Maken and Henryetta Maken, his wife of Owassa, Tulsa County, and State of Oklahoma, lessors and Thomas White, 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 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 Counties of Tulsa and Rogers, and State of Oklahoma, and described as follows, to-wit: The S $\frac{1}{2}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$  and N $\frac{1}{2}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  and NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$  and S $\frac{1}{2}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  and SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  and E $\frac{1}{2}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$  and NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$  all in Sec. 9,; SE $\frac{1}{4}$  of SE $\frac{1}{4}$  in Sec 4, The NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$  Sec 15, all in Township 20, North Range 14 East 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 (5) years from the date hereof, and as much longer thereafter as oil and gas is found in paying quantities thereon; yielding and paying to the lessor 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 dollars (\$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 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 dollar per acre Dollars (\$1.00) per year payable yearly 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 First National Bank of Owassa, Okla or be deposited by registered letter in the P.O. To the address of Thomas Maken by check to his order

The lessee his heirs, successors or assigns, shall have the right at any time on the payment of one (\$1 00/100) dollar to lessors their heirs or assigns to surrender