

Lot Five (5) in Block Five (5) of the East Lynn Addition to the City of Tulsa Oklahoma, according to the official plat thereof, together with all the improvements and appurtenances thereunto belonging and warrant the title to the same

TO HAVE AND TO HOLD the said above described premises unto the said Mena Bogusch, her heirs and assigns, forever, free, clear and discharged of and from all former, grants, charges, taxes, judgments mortgages or other liens or encumbrances of whatsoever nature.

F.B. Kaufman

Mary K. Kaufman

Acknowledgment.

State of Arkansas, Pulaski County SS.

Before me, the undersigned, a Notary public in and for said county and state on this 3rd day of December, 1910, personally appeared F.B. Kaufman and Mary K. Kaufman husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

(seal)

H.L. Chretien, Notary Public

My commission expires July 18, 1911.

Filed for record at Tulsa, Okla dec 13, 1910 at 10:35 A.M.

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

Probate 817. COMPARED OIL AND GAS LEASE.

This Agreement made and entered into on this 3 day of October 1910, between W.P. Phillips as guardian of Dewey Phillips, a minor, known as the lessor F.R. Gillespe, as lessee; Witnesseth that for and in consideration of the sum of One dollar, the receipt of which is hereby acknowledged, and other good and valuable consideration herein mentioned the lessor hereby leases and lets to and unto the lessee for the term of 5 years 5 months 24 days, or as long thereafter as Oil and Gas is found in paying quantities, the following described land to-wit: E 1/2 of SW 1/4 Sec. 30, Town. 21 N.R. 13 East, for the purpose of entering upon and prospecting for and mining Oil and Gas upon the following conditions; ^{to-wit:} the lessee must begin actual drilling operations upon the above described premises within 30 days from the approval of this lease, and to continue without interruption until a well is completed, unavoidable casualties excepted, and to drill all necessary off set wells and if oil is found in paying quantities to justify operation then; said lease to be drilled with due diligence; to commit no waste in said drilling operations; to pay all damages caused by said drilling operations to growing crops or improvements on said premises, and to conduct all drilling operations in a good workmanlike manner; and to pay to the lessor a one eight part of all Oil mined and produced and saved on said premises, and to deliver the same to the pipe line. The lessor grants to the lessee the right to erect and maintain all buildings and structures necessary to said drilling operations; the exclusive right to pay pipes or sluices necessary for the mining and transportation of Oil or Gas found on said premises.

If gas only is found in large enough quantities to transport then the lessee shall pay to the lessor the sum of \$250.00 per annum for the product of each gas producing well from which gas is sold, also to give to the lessor free Gas for dwellings on said premises for heating and lighting purposes.

In the event the first well should be a dry hole, then the lessee should have one year within which to drill another well and if no well is drilled within the one year