

on this 7th day of December 1910, personally appeared Matthew M. Sherrill and William Sherrill her husband his wife, 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.

Witness my hand and official seal the date above written.

(seal)

W.O. Buck, Notary public

My commission expires July 7th, 1911.

Filed for record at Tulsa, Okla Dec 14, 1910 at 1:20 P.M.

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

OIL AND GAS LEASE.

AGREEMENT, Made and entered into this 1st day of November A.D. 1910 by and between Irene Kirksey of Tulsa County, and State of Oklahoma, Lessor and Sam Rabinovitz Lessee.

Witnesseth, That the Lessor 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 Southwest 1/4 of the Southwest 1/4 and Northeast 1/4 of Southwest 1/4 of the Northeast 1/4 of Section No. 36, Township No. 21 Range No. 12 E.1.M. containing 30 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 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 lessor 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 lessor is to have gas for domestic use in one dwelling house on the premises free of cost during the same time she making her 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 Thirty dollars (\$30.00) 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.