

State of Oklahoma, Tulsa County SS.

Before me, Albert H. Bell a Notary public in and for said county and state on this 20th day of December, 1910, personally appeared W.C. Guiler and C.E. Deloe 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.

(seal)

Albert H. Bell, Notary public

My commission expires Oct 29<sup>th</sup> 1914.

Filed for record at Tulsa, Okla Dec. 20, 1910 at 3:15 P.M.

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

OIL AND GAS LEASE

IN CONSIDERATION of the sum of one dollars, the receipt of which is acknowledged by the first party Maggie Frailey and C.F. Frailey, her husband first party hereby grants and conveys unto W.C. Guiler & C.E. Deloe, second party, all the oil and gas in and under the premises hereinafter described, together with said premises for the purpose and with the exclusive right to enter thereon at all times by himself, agents, or employees, to drill and operate wells for oil, gas and water, and to erect, maintain and occupy, repair and remove all buildings, telephone poles and wires, structures, pipe lines, machinery and appliances that second party may deem necessary, convenient or expedient to the production of oil, gas and water thereon, and the transportation of oil gas on, upon and over said premises and the highways along the same, except that first party shall have the full  $\frac{1}{8}$  part of all oil produced and saved on the premises delivered free of cost in the pipe line to which second party may connect his well, and first party agrees to accept said share of said oil and full compensation for all the products of each well in which oil is found, Said real estate and premises are located in Tulsa County Oklahoma, and described as follows, to-wit:

South east quarter of sec 13, Township 18 North range 12 East containing 160 acres, more or less, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

To have and to hold said premises for said purpose for the term of five years from this date and so long thereafter as gas or oil is produced thereon.

It is agreed that, while the product of each well in which gas only is found shall be marketed from said premises, the second party will pay to first party therefor at the rate of one hundred fifty dollars per annum and give the first party free gas at the well for domestic purposes for dwelling house during the same time.

Whenever the first party shall request it, second party shall bury all oil and gas lines which are laid over tillable ground. Second party also agrees to pay all damages done to crops by reason of laying and removing pipe lines. No well to be nearer than 250 feet of residence buildings on premises.

Second party also agrees to complete a well on said premises within six (6) months from date or pay to first party at the rate of one dollar per acre per annum thereafter the completion of said well is delayed. All moneys falling due under the terms of this grant may be paid direct to first party or deposited to the credit of the first party at the Bank of Jenks, of Jenks, Okla.

In further consideration for the payment of said sum of one dollar first above mentioned first party grants unto second party the exclusive option and right to release and terminate this grant or any undrilled portion thereof at any time, thereafter all