

Witness my hand and seal at Okmulgee, Oklahoma, this 22nd day of December 1910.

(Court Seal)

Wm. M. McCullough, Clerk of the
County Court.

Filed for record at Tulsa, Okla Dec 23, 1910 at 11:10 A.M.

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

COMPARED

OIL AND GAS LEASE.

THIS INDENTURE, made and entered into this the 20th day of December, 1910, by and between William N. Blakemore, Guardian of the person and estate of Willie Starkey, a minor, party of the first part, and the Paulding Oil and Gas Company, a corporation, party of the second part, does

Witness That, for and in consideration of the sum of Eighty (\$80.00) dollars, in hand this day paid, by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the party of the first part has this day granted, bargained, sold and conveyed and by these presents, doth hereby grant bargain, sell and convey unto the party of the second part, its successors or assigns, all of the oil and gas in and under the following described tract or parcel of land situated in Tulsa County, State of Oklahoma, and described as follows, to-wit: The SW4 of the NE4 of the NE4 and the N2 of the NE4 of the NE4 and the SE4 of the NE4 and the SE4 of the NE4 of the NE4 of Section 35, Township 21 North, Range 13 East; the same being the allotment of Willie Starkey, a minor, containing Eighty acres, more or less; together with the right to enter upon said premises at all times for the purpose of mining, drilling and operating for oil, gas and water, and to erect and maintain all buildings, structures, pipe lines and machinery necessary for the production and transportation of oil, gas or water, provided, the party of the first part, shall have the right to use said premises for farming purposes, except such part thereof as shall be occupied by the party of the second part, or as are necessary to be used for the proper development of said land for oil and gas mining purposes.

It is agreed on by and between the parties hereto as follows:

First: In case no well for oil or gas is commenced to be drilled on said above described premises within one year of date hereof, all rights and obligations secured under this grant shall cease and determine unless the second party shall elect to continue this grant in force as to all of said premises by paying an annual rental of Fifty cents (0.50) per acre, payable yearly in advance, for all of said premises for each year until said well is commenced, but these continuances may not exceed five (5) years from this date, and if by such time party of the second part shall not have commenced a well, all its right hereunder shall cease

Second. It is expressly declared that if oil or gas be found in paying quantities, then the party of the second part shall become at once vested with an estate in and to said minerals, with the right to produce the same as long as either of said minerals shall be produced in paying quantities.

Third. Should oil be found upon said premises in paying quantities, the party of the second part hereby agrees to and shall pay to the party of the first part, out of the proceeds of all oil produced and saved from said premises, the one eighth part of said proceeds as royalty, but is under no obligation to find a purchaser for such oil.

Fourth. Should gas be found in paying quantities in any well, the con-