

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

James D. Capron Jr. (seal)

State of Missouri, City of St Louis, SS.

On this 21st day of November 1907, before me, a notary public within and for the city and state aforesaid, personally appeared James D. Capron, Junior, a single man, to me personally well known as the grantor in the foregoing instrument and acknowledged to me that he executed the same for the consideration and purposes therein mentioned and set forth.

In testimony whereof I have hereunto set my hand affixed my notarial seal the day and year above written.

(seal)

Rosa Ross, Notary Public

My term will expire Feby. 23, 1910

Filed for record at Tulsa, Okla Dec 28, 1910 at 11:10 A.M.

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

COMPARED

OIL AND GAS LEASE.

AGREEMENT, Made and entered into this 10th day of Dec A.D. 1910, by and between Rachel Simmons and Thos Simmons her husband, of Rogers County, State of Oklahoma, lessors and The Paulding Oil & Gas Co., Lessee.

Witnesseth, that the lessors in consideration of ^{one} ~~ten~~ 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 its 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 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: S 1/2 of SE 1/4 of section No. 18 Township No. 21 Range NB. 14 E.I.M. containing 80 acres, more or less.

To have and to hold the same unto the lessee, its successors and assigns, for the term of ten 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 lessors 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, he making his 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 eighty dollars (\$80.00) 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