

uses and purposes therein set forth.

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

(seal)

Stella H. Roberts, notary public.

My commission expires March 16, 1914.

Filed for record at Tulsa, Okla., Feb 16, 1911, at 3:45 P. M.

H. J. Wakley, register of deeds. (seal)

OIL AND GAS LEASE.

Agreement, made and entered into this 13th day of February, A. D. 1911, by and between Carrie Lyner, a minor by Jeff Lyner, guardian, of Craig county, and state of Oklahoma, lessor and The Sandusky Oil & Gas Company, lessee.

Witnesseth, that the lessor in consideration of thirty dollars the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained and to be kept performed by the lessee, does her by 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 said lessee lying adjacent thereto, the right to erect derricks and all other necessary buildings, lay pipes and towers over and across said premises, and to use water, gas and oil to drill and operate wells on this and adjacent tracts; 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 NW of SE of SE and NE of NE of SE of section No 5, township No 20, range No 14, E. T. N., containing 30 acres more or less.

To have and to hold the same unto the lessee its successors and assigns, for the term of nine months 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 pipe lines to the lessor 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, by making her own connections.

It is agreed that in case no well is completed on above described premises within nine months from the date hereof, this lease shall become absolutely null and void.

The lessee its heirs or assigns, shall have the right at any time on the payment of one dollar to lessor, her heirs or assigns, to surrender this lease for cancellation after which all payments and liabilities hereafter to accrue under and by virtue of its terms shall cease and terminate.

All covenants and agreements between the parties hereto shall extend to their heirs executors administrators and assigns.

In witness whereof, the said parties have hereunto set their hands and seals the day and year above written.

Witness: George Lyner, George F. Fogle.

(seal)

Carrie Lyner, b. Jeff Lyner, Gen.

The Sandusky Oil & Gas Company,

Attest: C. H. Thurlwell, Secy.

By E. W. Mollough, president.