

ledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

My commission expires Feb. 23-1913.

(Seal)

F. A. Haver, Notary Public.

Filed for record at Tulsa, Okla. Mar. 28, 1910 at 5 o'clock P. M.

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

COMPARED

OIL AND GAS LEASE.

THIS AGREEMENT, made this 26th day of March, 1910, by and between R. P. Elliott, guardian of the estate Sarah Ann Perryman, a minor of the first part and C. J. Baugh, A. B. Ice and B. L. Slack of the second part,

WITNESSETH, That the said party of the first part, for One Dollar and other good and valuable considerations, ~~the receipt of which is hereby acknowledged, and in further consideration~~, the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned---grants, demises, leases, and lets unto the parties of the second part, their heirs and assigns, all the oil and gas in and under that certain tract of land for the purpose and with the exclusive right of drilling and operating for said oil and gas; which said tract of land is situated in the county of Okmulgee, State of Oklahoma, and described as follows, to wit:

Southwest quarter of the Southeast quarter and the west one half of the east one half of the northwest quarter of the southeast quarter and the east one half of the west one-half of the northwest quarter of the southeast quarter all in Sec. 6-Tp. 12N R. 12 East,

And also the following lands in Tulsa Co. Okla. to wit: The North one-half of the North east quarter of the Southeast quarter in Sec. 29-Tp. 19 N. R. 11 East, containing eighty acres more or less, same being a part of the allotment of Sarah Ann Perryman. But no wells shall be drilled within 200 Hundred feet of the present buildings, except by mutual consent.

The party of the first part grants the further privilege to the parties of the second part their heirs and assigns of using sufficient water, oil and gas from the premises necessary to the operations thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to move at any time any machinery or fixtures placed on the premises by said lessees.

TO HAVE AND TO HOLD the same unto the said parties of the second part their heirs and assigns, for the term of 5 years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said lessees.

In consideration whereof the said parties of the second part agree to deliver to party of the first part intanks or pipe-lines the one one-eighth part of all oil produced and saved from the leased premises. And should gas be found on said premises in paying quantities, second parties agrees to pay \$125.00 yearly, in advance for the product of each gas well, while the same is being sold off the premises, and first party shall have free use of the gas for domestic purposes, by making his own connections for such gas at his own risk and expense.

Second parties agree to locate all wells so as to interfere as little as possible with the cultivated portions of the premises and to pay for all damages to growing crops caused by