

To have and to hold said above described premises unto said party of the second part his heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature, except the right to drill for oil and gas purposes.

Signed and delivered by said party of the first part as such Trustee, this 25th day of April 1910.

J. W. Orr, Trustee, Tanaha Townsite Company.

State of Oklahoma, Tulsa County, S.S.

Before me W.L. Wall Jr. a Notary Public in and for said County and State, on this 25th day of Apr. 1910, personally appeared J.W. Orr, Trustee of Tanaha Townsite Company, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

(seal)

W.L. Wall, Jr., Notary Public.

My commission expires Dec. 16, 1911.

Filed for record at Tulsa, Okla. Apr. 25 1910 at 11:10 O'clock A.M.

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

COMPARED

OIL AND GAS LEASE.

AGREEMENT, Made and entered into this 26th day of March A.D. 1910 by and between Alice Smith and Homer L. Smith, her husband Owassa of Tulsa County, and State of Oklahoma, Lessor and J.H. Ronne and Thomas White Lessee.

WITNESSETH, That the Lessor in consideration of sixty 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 Lessees their heirs, 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 pipe lines 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 all 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 SE $\frac{1}{4}$ of SW $\frac{1}{4}$ and S $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 28, Township No. 21 Range No. 14 E.I.M. containing 60 acres, more or less.

TO HAVE AND TO HOLD the same unto Lessees their heirs, successors and assigns, for the term of ten years from the date hereof, and as much longer as oil or gas is found in paying quantities and saved from the premises, delivered free of expense into tanks or 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 \$150.00 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, lessor making her own connections.

It is agreed that in case no well is completed on above described premises within 12 months from the date hereof, this lease shall become absolutely null and void, unless Lessee shall pay for further delay a rental of sixty Dollars (\$60.00) per year, payable in advance, until a well is completed on these premises and it is expressly agreed and understood that if such payments be continuously made until a well is completed on said premises, this lease shall