

State of Oklahoma, Tulsa County SS.

Before me a Notary Public in and for said county and state, on this 20th day of May A D 1910 personally appeared A.F. Ault, to me known to be the identical person who subscribed the name of the lessee, to with Jessie Oil Company, to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and date last above written.

(seal)

T.A. Hagler, Notary Public.

My commission expires January 6, 1914.

Filed for record at Tulsa, Okla May 25 1910 at 9:30 O'clock A.M.

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

OIL AND GAS LEASE.

THIS AGREEMENT, Made this 24th day of May A.D. 1910, Between John W. Howard and Harriet Howard, his wife, of Bixby, Oklahoma, County, and State of Oklahoma, part-- of the first part and Braden & Hirsh of Tulsa, Oklahoma, parties of the second part.

WITNESSETH, that the parties of the first part, in consideration of the covenants and agreements hereinafter contained and of the sum of Four hundred eighty & no/100 dollars (\$480.00) the receipt of which is hereby acknowledged, does hereby demise, let and grant unto the parties of the second part all the oil and gas in or under All that certain tract of land, situate in Bixby Township Tulsa, County State of Oklahoma, Described as follows, to-wit:

The south east quarter of the northwest quarter and lot three (3) and the South Twenty-six acres of lot four (4) Section two (2) Township Sixteen (16) Range thirteen (13) East containing One hundred & Twenty (120) acres, more or less, TOGETHER with the exclusive right to enter thereon ^{at} all times for the purpose of drilling and operating thereon for oil, gas or water, and to erect, maintain and remove all buildings structures, pipe lines and machinery necessary and convenient for the production, storage and transportation of oil, gas or water.

TO HAVE AND TO HOLD the said premiss for the term of five years from the date hereof and as much longer as oil or gas is found in paying quantities thereon.

THE ABOVE GRANT IS MADE UPON THE FOLLOWING TERMS:

1. The parties of the second part agree to commence operations upon said premises within twelve months from this date, or thereafter to pay to first parties an annual rental of one Hundred & twenty No/100 dollars, in advance, for further delay, until operations are commenced; said rental to be deposited to the credit of the parties of the first part in Bank of Bixby, Bank, of Bixby, Oklahoma or to be paid direct to said first parties; and a failure to commence such operations, or to pay said rental, shall render this lease null and void, and neither parties hereto shall be held to any accrued liability or to any damages, or be liable upon any stipulations or conditions contained.
2. If oil be found in paying quantities upon said premises, the second parties agrees to deliver to first parties in the pipe line to which he may connect the well or wells the one eighth part of all the oil produced or saved from said premises.
3. The parties of the second part agrees to pay in yearly payments at the end of each year one hundred fifty and no/100 dollars, on each gas producing well, from which gas