

set his hand and seal the day and year first above written.

Witness to mark

J.B. Parks
Noolie Milam.

his
Charles x Barney (seal)
mark

State of Oklahoma, County of Rogers, SS.

Before me J.S. Milam, a Notary Public in and for said County and State, on this 4th day of May, 1910, personally appeared Charles Barney, 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.

WITNESS my hand and official seal the day and year above set forth.

(seal)

J.B. Milam, Notary Public.

My commission expires March 31st, 1913.

Filed for record at Tulsa, Okla June 10, 1910 at 1 o'clock P.M.

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

COMPARED

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 28th day of May A.D. 1910, by and between Theodore F. Berryhill of Red Fork, Okla. party of the first part, lessor, and J.W. Johnson, party of the second part, lessee.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar to him in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the party of the second part to be paid, kept and performed, has granted, demised, leased and let and by these presents do grant, demise, lease and let unto the said second party, its successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products all that certain tract of land situate in the county of Tulsa, State of Oklahoma, described as follows, to-wit:

The North east quarter ($\frac{1}{4}$) of the south west quarter ($\frac{1}{4}$) and the North west quarter $\frac{1}{4}$ of the Southeast quarter ($\frac{1}{4}$) all in ----- of section 29, township 17 N. range 13 E. and containing eighty (80) acres more or less.

It is agreed that this lease shall remain in force for the term of ten years from this date, and as long thereafter as oil and gas or either of them is produced therefrom by the party of the second party successors or assigns

In consideration of the premises the said party of the second part, covenants and agrees.

1st. To deliver to the credit of the first party his heirs or assigns, free of cost, in the pipe line to which it may connect its wells, the equal one eighth part of all oil produced and saved from the leased premises.

2nd. To pay to first part---one hundred fifty \$---dollars each year in advance, for the gas from each well where gas only is found, while the same is being used off the premises; and the first party to have gas free of cost to heat his stoves in dwelling house on said premises during the same time.