

on the in and for the Province of Saskatchewan in the Dominion of Canada, duly commissioned and acting, Charles Herman Trace husband of Mrs. Mertie Maud Trace the grantors in the attached within document and stated that he the said Charles Herman Trace was a party to the said deed and that the same was a free and voluntary act on his part.

Sworn before me in the province of *Fred Becher* June 6th 1910.

Witnessed
William Wall Noelny, *on the* Fred Becher.
A commissioner for *the* *Province* in and for the *Province* of Saskatchewan.

My commission is perpetual

Filed for record at Tulsa, Okla June 14 1910 at 8 o'clock A.M.

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

COMPARED

OIL AND GAS LEASE.

AGREEMENT, Made and entered into this 2nd day of June A.D. 1910 by and between Annie Blockston, minor, by Frank Mason, Guardian of Haskell County of Muskogee, State of Oklahoma, party of the first part; and Kemp & Hayden, a co-partnership composed of E.R. Kemp and John F. Hayden, party of the second part.

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 said party of the second part, to be paid, kept and performed has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said party of the second part, their heirs, administrators, executors, successors, or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines and building tanks, stations and structures thereon to take care of said products all that certain tract of land, situate in the county of Tulsa, State of Oklahoma, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state, bounded substantially as follows:

South west quarter (SW $\frac{1}{4}$) section seventeen (17) Township Sixteen North (16N) range fourteen East (14E) I.B. & M.

containing 160 acres, more or less, and being the same land conveyed to the first party by the Creek Nation by deed bearing date----191--, reserving, however, therefrom 300 feet around the buildings on which no wells shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil or gas, or either of them is produced from said land by the party of the second part their heirs, administrators, executors, successors or assigns.

In consideration of the premises, the said party of the second part covenant and agree 1st: to deliver to the credit of the party of the first part, their heirs, administrators, executors, and assigns, free of cost in the pipe line to which party of the second part may connect their wells the equal one eighth part of all oil produced and saved from the leased premises: and 2nd. to pay fifty dollars each three months in advance for the gas from each and every well drilled on said premises, the gas from which is marketed and used off the premises, while the gas from said well is so marketed and used.