

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

A. A. Small,
F. C. Giddings.

State of Oklahoma,)
) SS.
County of Tulsa.)

BEFORE ME in and for said County and State, on this 5th day of April A. D. 1910, personally appeared A. A. Small and F. C. Giddings to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN UNDER MY HAND And official seal, this 5th day of April A. D. 1910.

Claude F. Tingley, Notary Public.

(Seal)

My commission expires Sept. 17th, 1910.

My commission expiresA. D. 19..

Filed for record at Tulsa, Okla. Apr. 5, 1910 at 2 o'clock P. M.

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

COMPARED OIL AND GAS LEASE.

THIS AGREEMENT, Made this 22nd day of March, A. D. 1910, between Thomas H. Boles and his wife, Nora B. Boles, ^{lessor} and M. T. Stauffer, Lessee,

WITNESSETH, That the lessor in consideration of one Dollar the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby demise and grant unto the lessee, his heirs, successors and assigns, all the oil and gas in and under the following described tract of land, and also said tract of land for the purpose and with ^{the} exclusive right of operating thereon for said oil and gas, together with the right of way; the exclusive right to lay pipe over and upon, to erect and maintain all machinery, buildings, powers, tanks, fixtures, etc. necessary or required in the operations for oil and gas and also the right to remove at any time all property placed thereon by the lessee which tract of land is situated in the Township of Fry, County of Tulsa, State of Oklahoma, situated as follows. The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 17-Town. 18 Range 13 East.

containing in all 40 acres, more or less.

TO HAVE AND TO HOLD The same unto the lessee his heirs, successors and assigns, for the term and period of 10 years from the date hereof, and as much longer as oil or gas is found in paying quantities thereon; yielding and paying to the lessor the $\frac{1}{8}$ part of all the oil produced and saved from the premises delivered free of expense into tanks or pipe lines to the lessors credit; and should any well produced gas in sufficient quantities to justify marketing, the lessors shall be paid at the rate of Two hundred dollars per year for such well, as long as the gas therefrom is sold off the premises.

In case no well be commenced on the above premises within one year from the date hereof, this lease shall become null and void and without any further effect whatever, unless the lessee shall pay for the delay at the rate of Ten Dollars