

and state on this 12th day of May 1910, personally appeared Willis E. Privett a single and unmarried man, 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)

C.W. Grimes, Notary Public.

My commission expires Feb. 19, 1911.

Filed for record at Tulsa, Okla Sep. 21, 1910 at 1:50 P.M.

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

COMPARED

July 28 1910-48

OIL AND GAS LEASE.

AGREEMENT, Made and entered into this 20th day of September A.D. 1910 by and between A.H. Collins, Guardian of the persons and estates of Albert H. Ely H. Augusta B., Thomas, J., Annie and Bessie Collins, Minors, of Tulsa County and State of Oklahoma, lessor--and S. Rabinovitz, lessee.

Witnesseth, that the lessor, in consideration of One (1) Dollar 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 lessee, his 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 pipes 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 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 S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 20 N. Range 13 E. The S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and (the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of section 36), Township 21 N. Range 12 E. The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 21 N. Range 13 E.-----of section No.-----Township No.-----Range No.-----E.I.M. containing 90 acres more or less.

To have and to hold the same unto the lessee his heirs, successors and assigns, for the term of five (5) 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 one eighth (1/8) part of all the oil produced 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 One Hundred fifty dollars (\$150) 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 he making his own connections.

It is agreed that in case no well is completed on above described premises within twelve (12) months from the date hereof this lease shall become