

Subscribed and sworn to before me this 23rd day of September 1910.

(seal)

W.S. McCluskey, Notary public.

My commission expires May 20, 1911.

Filed for record at Tulsa, Okla Sep. 28, 1910 at 1 P.M.

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

COMPARED

OIL AND GAS MINING LEASE.

STATE OF OKLAHOMA, COUNTY OF TULSA SS.

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Four Hundred dollars (\$400.00) dollars this day paid by the second party, the receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained, Eli E. Hardridge & Evaline Martin, of Okmulgee, County, parties of the first part, hereby grants and sells unto The Gypsy Oil Company, a corporation, organized under the laws of the state of Oklahoma, party of the second part, its successors and assigns, all of the oil and gas in and under the hereinafter described premises together with the right to enter upon said premises at all times for the purpose of mining, drilling and operating for oil, gas and water, and to erect, maintain and remove all buildings, structures, pipes, pipe lines, and machinery necessary for the production and transportation of oil and gas, or water, provided, the part-- of the first part shall have the right to use said premises for farming purposes, except such part as shall be occupied by the party of the second part or as are necessary to be used for the proper development of this property by second party, for the term of ten years and as long as oil or gas is produced from said premises, viz: All that certain tract or parcel of land situated in Tulsa County, State of Oklahoma, and described as follows, to-wit:

The North 1/2 of the South West 1/4 of Section 36, Tp. 18 Range 12, containing eighty acres more or less.

The above Grant is Made Upon The Following Terms:

1st. Second party agrees to commence the drilling of a well upon said premises within one year from this date or thereafter to pay to said parties of the first part Eighty (\$80.00) dollars annually payable quarterly in advance until the drilling of said well is commenced or this lease is terminated, as herein after provided.

2nd. Should oil be found upon said premises in paying quantities, party of the second part hereby agrees to and shall pay to the part-- of the first part, out of the proceeds of all oil produced, saved and sold from said premises the one 1/8 part of the said proceeds as royalty, but is under no obligations to find a purchaser for such oil.

3rd. Should gas be found in paying quantities in any well the consideration in full for such first parties shall be at the annual rate of One hundred (\$100.00) dollars, payable quarterly in advance for the gas from each well while said gas is being piped and used off said premises, together with the privilege of said part-- to pipe and use gas from said well or wells to heat and light one dwelling house on said premises, so long as said lessee continues to pipe and use said gas from said well, said part-- making their own connections,