

State of Oklahoma, Wagoner county, SS.

Before me J.C. Pinson, a Notary Public in and for said county and state on this 11th day of May 1910, personally appeared Ruth Murphey a single and unmarried woman, *the within and foregoing instrument and acknowledged to me that she executed* to me known to be the identical person who executed the same as her 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.C. Pinson, Notary Public

My commission expires December 18th, 1911.

Filed for record at Tulsa, Okla Oct 1 1910 at 8:30 A.M.

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

COMPARED

OIL AND GAS LEASE.

AGREEMENT? made and entered into this 5th day of September, 1910, by and between C.E. Speer, of Ft Smith, Arkansas, and J.M. Givens of Muskogee, Oklahoma, parties of the first part lessors, and Rhode Island Oil Company, a corporation, of Muskogee, Oklahoma, party of the second part lessee.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Four Hundred (\$400) dollars to them 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, have granted and conveyed, and by these presents do grant and convey unto the said party of the second part, its successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and of Building tanks, stations and structures thereon to take care of the said products, all those certain tracts of land situate in Tulsa County, State of Oklahoma, and described as follows, to-wit:

North west quarter (NW/4) of North ~~west~~ Quarter (NW/4) of Section Twenty one (21) and South East Quarter (SE/4) of South East Quarter (SE/4) of Section Twenty (20) Township Nineteen (19) North, range twelve (12) East of the Indian Base and Meridian, containing Eighty (80) acres, more or less

It is agreed that this grant shall remain in force for the term of two (2) years from this date and for as long thereafter as oil or gas, or either of them, is produced in paying quantities therefrom by the party of the second part its 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 parties of the first part, their heirs or assigns free of cost, in the pipe line to which it may connect its wells, or in tanks at the wells, or pay the market price therefor in cash the equal One eighth part (12 1/2%) of all oil produced and saved from these premises and 2nd to pay one hundred fifty (\$150) dollars royalty per annum for each gas producing well drilled on said premises, where the capacity is tested a three million cubic feet or less per day of twenty four hours, and where the capacity is more than three million cubic feet per day, Fifty (\$50.00) dollars for each additional million cubic feet, or major fraction thereof, the product from which wells is marketed and used off the premises, said payments to be made