

quarter, which lies east of Bird Creek, being part of allotment of said parties; and the southeast quarter of the northwest quarter of the northwest quarter, which lies east of said Bird Creek, and the northwest quarter of the northeast quarter (except the grave yard) and the northwest quarter of the southwest quarter of the northeast quarter, being part of the allotment of said Muggie Roach; in consideration whereof said C. C. Little, hereby Promises and agrees to pay as rent therefor sixty (\$60.00) Dollars, in cash on the first day of October of each year, and further agrees to put in and keep in cultivation all of said land suitable for cultivation, and farm the same in a good farm-like manner and not to sub-let or sub-lease the same, or assign the lease without the written consent of both Tuxie Roach as guardian & aforesaid, and O. L. Devin, or their successors, and to give and deliver Possession of same to O. L. Devin and Tuxie Roach as guardian aforesaid at the end of the term without demand or notice, and it is further agreed that all improvements placed on the said premises by the said C. C. Little and heretofore placed on said lease by O. L. Devin, shall be and remain on said land in accordance with the terms of the written lease between Tuxie Roach, as guardian aforesaid, and O. L. Devin, entered into on January 1, 1909, now in the possession of William R. Lawrence, and which is referred to and made a part hereof.

Witness our hands the day and year first above written.

Witnesses:

O. L. Devin

C. C. ^{Little} ~~Little~~, Paul Avis.

C. C. Little.

State of Oklahoma, ^{Tulsa} ~~County of Tulsa~~, SS.

Before me, J. P. Avis, a notary Public in and for said county and state, on the 14th day of January, 1911, personally appeared C. C. Little and O. L. Devin, 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.

In witness whereof I have hereunto set my hand and official seal this 14th day of January, 1911.

(SEAL)

J. P. Avis, notary Public.

My commission expires May 19, 1914.

^{Filed} ~~for~~ record at Tulsa, Okla., Jan 16, 1911, at 3:30 P. M.

H. C. Welkley, register of deeds. (SEAL)

COMPARED

OIL AND GAS LEASE.

This agreement, made and entered into the 23rd day of Sept, A. D. 1910, by and between F. S. Lozier, of Kelyville, Oklahoma, party of the first Part, and A. P. Smith, of Victor, Colorado, Party of the second Part:

Witnesseth; that the said party of the first Part, for and in consideration of the covenants and agreements hereinafter inserted and the sum of one dollars in hand and hereby acknowledged, has granted, demised and let unto the Part of the second part, successors and assigns, for the purpose and exclusive right of drilling and operating for and procuring oil and gas, all of the following described Property, to-wit: An undivided one-fifth interest in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of section 20, township 17 north, range 13 east, situated at Tulsa county, Oklahoma, to any extent the said party of the second part may deem advisable, together with the right to lay, erect and maintain all necessary pipe and pipelines, tanks, structures, rods, cables and all other fixtures and machinery used in drilling for pumping, preserving, storing and transporting the product on said premises. The party of the second part shall further have the right of using sufficient water from the premises for operating purposes, and if necessary the right to drill for