

And said Party of the first Part for himself, his heirs, executors or administrators, does hereby covenant, to and with said Party of the second Part, that he will warrant and forever defend the title to the same unto said Party of the second Part her heirs and assigns against all and every Person whomsoever, lawfully claiming the same.

In witness whereof, the said Party of the first Part has hereunto set his hand and seal the day and year first above written.

James D. Capron, Jr. (seal)

State of Missouri, City of St. Louis, SS.

On this 6th day of Dec 1907, before me, a notary public within and for the city and state aforesaid, personally appeared James D. Capron, Junior, a single man, to me personally well known as the grantor in the foregoing instrument and acknowledged to me that he executed the same for the consideration and purposes therein mentioned and set forth.

In testimony whereof I have hereunto set my hand, affixed my notarial seal the day and year above written.

(SEAL)

Rosa Ross, notary public.

My term will expire Feb'y 23, 1910.

Filed for record at Tulsa, Okla., Jan 17, 1911, at 8:00 A. M.

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

COMPARED

OIL AND GAS LEASE.

Agreement, made and entered into this 13th day of January, A. D. 1911, by and between Charlotte Fain and John Fain her husband of Tulsa county, and state of Oklahoma, lessors and P. G. McKee, lessee.

Witnesseth, that the lessors in consideration of one 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 operation 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

South one half ($\frac{1}{2}$) of the southeast quarter ($\frac{1}{4}$) of section No. 24, township No. 21, range No. 13, E.T.M. containing 80 acres, more or less excepting railroad right of way.

do have and to hold the same unto the lessee, his heirs, successors and assigns, for the term of five years from the date hereof, and as much longer thereafter as oil and gas is found in paying quantities thereon; yielding and paying to the lessors the one-eighth ($\frac{1}{8}$) part of all the oil produced and saved from the premises, delivered free of expense into tanks or pipe lines at the lessor credit, and should any well produce gas in sufficient quantities to justify marketing, the lessors shall be paid at the rate of One hundred fifty dollars (\$150.00) 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, they making their own connections.

It is agreed that in case no well is completed on above described premises within twelve months from the date hereof, this lease shall become absolutely null and void, unless lessee shall pay for further delay a rental of sixty dollars (\$60) per year,