

Attest:

By, G. T. Braden

C. E. Hutcherson.

State of Oklahoma, County of Tulsa. ss

Before me, a Notary Public in and for said County and State on this the 6th day of April 1910 personally appeared G. T. Braden to me known to be the identical person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the uses and purposes therein set forth

(SEAL)

Charles R. Gilmore, Notary Public

My commission expires Oct, 1, 1913

Filed for record at Tulsa, ^{Okla} Jan, 3, 1911 at 11:30 A.M.

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

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OIL AND GAS LEASE.

AGREEMENT, Made and entered into this 23rd day of Dec A. D. 1910 by and between
Ghas. E. Hutcherson and Stella J. Hutcherson, his wife of Tulsa County and State of
Oklahoma lessor, and C. T. Holeman of Branson, Kans, lesse.

Witnesseth, That the lessor 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, do as 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 N. E. $\frac{1}{4}$ of of Section No. 12 , Township No. 20 range No. 13 E. 1 M.
containing 80 acres, more or less.

To have and to hold the same unto the Lessee his heirs, successors and assigns, for the term of ten 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 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 (\$150.00) 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 he making his 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 Eighty Dollars (\$80.00) per year, payable annually in advance, until a well is completed on these premises and it is expressly agreed and understood that if such payments be continuously made until a well is completed on said premises, this lease shall continue until the expiration of the