

State of Oklahoma, Tulsa county, SS.

Before me, a notary public in and for the said county and state, on this 23rd day of January, A. D. 1911, personally appeared J. H. Nance and Etta Nance, husband and wife, 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 and for the uses and purposes therein set forth.

My commission expires Jan 13, 1914.

Witness my hand and official seal in said county the day and date firstabove written.

(SEAL)

Lucile Chastain, notary public.

Filed for record at Tulsa, Okla., Jan 23, 1911, at 4:25 P. M.

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

### COMPARED

### OIL AND GAS LEASE.

This agreement, made and entered into in duplicate the 6th day of January, A. D. 1911, by and between Chas L. Brown and Hiram E. Ellingwood, parties of the first Part, lessor, and C. M. Van Pelt, party of the second Part, lessee,

Witnesseth, that the said party of the first Part, for and in consideration of the sum of \$ one dollar (\$1.00) 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 Party of the second Part, to be paid, kept and performed has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said second Part, his heirs, 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, powers, stations and structures thereon to produce and take care of said products all that certain tract of land situate in the county of Tulsa, state of Oklahoma, described as follows, to-wit:

East  $\frac{1}{2}$  of NW $\frac{1}{4}$  of sec 21 and N $\frac{1}{2}$  of NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of sec 21 and SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of sec 21 and W $\frac{1}{2}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of sec 21 and SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of sec 21 and SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of sec 20 and NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of sec 20 and S $\frac{1}{2}$  of SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of sec 20 and NW $\frac{1}{4}$  of SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of sec 20 and NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of sec 20 and N $\frac{1}{2}$  of NE $\frac{1}{4}$  of sec 28 and N $\frac{1}{2}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of sec 28 and SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of sec 28 and N $\frac{1}{2}$  of SE $\frac{1}{4}$  of sec 29 and SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of sec 29 and N $\frac{1}{2}$  of SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of sec 29 and SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of sec 30 all in township 22, range 13 east, Containing 550 acres more or less.

It is agreed that this lease shall remain in force for the term of five years from this date, and as long thereafter as oil or gas, or either of them if produced 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 first Part, their heirs and assigns free of cost, in the pipe line to which he may connect his wells, the equal one eighth (1/8) Part of oil produced and saved from the leased premises.

2nd. If gas is found on said premises in paying quantities, second parties are to pay to first parties at the rate of \$150.00 Dollars Per annum for each gas well producing three million cubic feet of gas or less per day, and fifty (\$50.00) Per annum for each additional million cubic feet of gas per day said well or wells produce when said gas is sold or used off the premises.

The parties of the second Part agree to pay to the parties of the first Part a rental of one (\$1.00) Dollar Per acre Per annum, the first advance Payment of said rental to be paid to the first parties on the 15th day of January, 1912, and annually thereafter; provided that if oil or gas is found in paying quantities on the above described land all