

which he may have acquired by virtue of said above named mortgage to Matt Brigham the said mortgagors, their heirs or assigns, forever.

Witness my hand this 27 day of January, 1911.

Matt Brigham

State of Oklahoma, Tulsa county, SS.

Before me M. L. Lynch, a notary Public in and for said county and state, on this 27 day of Jan 1911, Personally appeared Matt Brigham and to me known to be the identical Person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes thereinset forth.

In testimony whereof, I have hereunto set my hand and official seal the day and year last above mentioned.

(SEAL)

M. L. Lynch, notary Public.

My com expires July 27, 1912.

Filed for record at Tulsa, Okla., Jan 27, 1911, at 1:00 P. M.

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

OIL AND GAS MINING LEASE.

This memorandum of agreement, made and entered into this 26th day of September, 1910, by and between Sanford Smith of Jenks, Oklahoma, Party of the first Part, lessor, and G. W. Barnes, of Muskogee, Oklahoma, Party of the second Part, lessee:

Witnesseth: The said Party of the first Part for and in consideration of the sum of one and 00/100 (\$1.00) Dollars to him in hand 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 Party, his heirs, executors, administrators and assigns, for the sole and only Purpose of mining and operating thereon for oil and gas, and of laying Pipe lines and of building tanks, Power stations and structures thereon, to Produce and take care of said Products, for and during a Period of five (5) years from and after the date hereof, and as much longer thereafter as oil or gas is found in Paying quantities, all that certain tract of land situate in Tulsa county, state of Oklahoma, described as follows, to-wit:

The northeast quarter of the northeast quarter of the northeast quarter of section eleven, township eighteen north, range twelve east, containing 10 acres, more or less.

In consideration of the Premises, the said Party of the second Part covenants and agrees as follows:

1st: To deliver to the credit of the first Party, his heirs or assigns, free of cost in the Pipe lines to which he may connect his wells, the equal one tenth part of all oil Produced and saved from the leased Premises.

2nd: To Pay to first Party each year, in advance, for the gas from each well where gas only is found while the same is being used off the Premises, and the first Party to have gas free of cost from any such well for two stoves and two inside lights, in the Principal dwelling house on said land, during the same time, by making his own connections with the well, the sum of one hundred and fifty (\$150.00) Dollars.

3rd: To Pay to first Party for gas Produced from any oil well and used off the Premises at the rate of fifty and 00/100 (\$50.00) Dollars Per year for the time during which such gas shall be so used, said Payments to be made each three (3) months in advance.

Party of the second Part agrees to, commence drilling said Premises within thirty days from the date of completion of a well now drilling on the northwest corner of the northeast quarter of the northeast quarter of section eleven, township eighteen north,