

ACKNOWLEDGEMENT.

STATE OF OKLAHOMA, TULSA COUNTY, SS.

Before me, A Notary Public, in and for said County and State, on this 3rd day of January, 1911, personally appeared Sukey Fox and Claude Brown, 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.

Witness my hand and official seal the date above written.

Henry Hornecker, Notary Public.

(SEAL)

My commission expires July 28th, 1914.

Filed for record at Tulsa, Okla., Jan. 7, 1911, at 8:00 A. M.

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

COMPARED

OIL AND GAS MINING LEASE.

This indenture made this 17th day of December, A. D., 1910, by and between Mack Marshall, guardian of Serena Marshall, a minor, of Clarksville, Oklahoma, party of the first part, and ~~Sackem~~ Oil Company, a corporation of Bartlesville, Oklahoma, party of the second part,

Witnesseth: That first party, for and in consideration of the sum of One Dollar, unto first party well and truly paid by second party, at or before the signing and delivery hereof, the receipt whereof the first party does hereby acknowledge, has granted, demised and let, and by these presents does grant, demise and let unto the second party, all the oil and gas in and under the following described tract of land, and also the said tract of land itself, for the purpose of operating thereon for oil gas, with the right to use water therefrom and with all rights and privileges necessary or convenient for conducting the said oil and gas operations, and for the transportation of oil and gas from and over the said tract of land, and waiving all right to claim or hold, as fixtures or part of the realty, any of the property and improvements which second party may place or erect in or upon said land and agreeing that all such property or improvements may be removed by second party at any time before or after the termination hereof. The said tract of land is situate in Tulsa County, State of Oklahoma, and is more particularly described as follows:

The Southeast quarter of Section 35, Township 19 N., Range 14 E., containing 160 acres, more or less; but no well shall be drilled within One Hundred feet of the present buildings on said tract of land without the consent of first party. First party expressly releases and waives all rights under and by virtue of the homestead exemption laws of the State of Oklahoma.

TO HAVE AND TO HOLD The same unto the said party of the second part, its successors and assigns, for the term of five years from the date hereof, and as much longer as oil or gas is found in paying quantities, excepting and reserving to first party the one-tenth part of all the oil and gas produced and saved from the said premises to be delivered into the pipe line to the credit of first party free of cost, provided second party may elect to purchase from first party said one-tenth part of said oil so reserved as aforesaid and pay therefor the market price for crude oil in the oil field in which the lands covered by this lease are situate, and should any well produce gas in sufficient quantity to justify marketing the same, second party shall pay therefor