No. 1893.

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Max Rothpletz.
To
George M. Lundquist

Oil and Gas Lease.

Agreement, Made this 19th day of December A.D., 1906, between Max Rothpletz Bertha Rothpletz, his wife of Tulsa, Ind. Ter. lessors, and George M. Lundquist of Tulsa Ind. Ter. Lessee.

Witnesseth; That said lessors in consideration of the sum of One hundred and twenty Dollars to them in hand paid by the lessee, the receipt of which is hereby acknowledged, and of the covenants hereinafter set forth to be kept, paid and performed by the lessee, has leased and let and by these presents do grant, lease and let unto the said lessee, his heirs and assigns, all of the oil and gas in and under the following described tract of land situated in the of Creek Nation and Ind. Ter, towit; West half (½) and North east Quarter (¼) of South West Quarter (¼) sec three, Twp. 19. Range 13 - acres 120. and containing in all 120 acres.

To Have and to Hold the same for the term of ten years from this date, and as much longer as oil and gas or either of them shall be produced from said land by the lessee; together with such rights of way and privileges on said land, as may be necessary for the purpose of operating for, producing and removing said oil and gas, including the right to use water either from natural streams or from water wells which the lessee may drill thereon; the right to lay and use lines of pipe for conveying oil, gas and water; the right to erect and operate such Tanks, pumps, derricks, power stations, shackle lines and other appliances as may be required for said purposes, and the right to remove at any time while this lease remains in force and during three months after its termination, all property, appliances and material which may be placed on said land by the lessee.

The lessee agrees to yield and to pay to the lessor the one eight part or share of all the oil which he may obtain and save from said land, which share shall be delivered to the lessors from the lessee's tanks at the wells, or for the lessor credit to such pipe line company as may connect its lines with said tanks, and pay for the gas from each well which shall not produce oil in paying quantities, but produce gas in marketable quantities, a royalty of $ 150.00 each, per annum, three months in advance while said gas shall be sold by the lessee.

For the purpose of drilling and operating on said land, the lessee shall have the right to use free of royalty, so much gas or oil as may be necessary. The lessors may, if any well or wells on said premises produce sufficient gas, have gas free for domestic purposes; but the use of said gas shall be at the risk of the lessors and the lessors shall furnish and put in place all pipe and fittings necessary to connect with the wells.

No well shall be drilled within 300 feet of the buildings now on said land, except by mutual consent of the lessors and the lessee.

It is Further Provided, between the lessors and the lessee, That this lease shall become null and void unless a well shall be completed, unavoidable delay or accident excepted, within one year from the date hereof, or is delayed; and the completion