

G. L. Elmore and wife,

To

Oil and Gas Mining Lease.

Minshall Oil & Gas Co.,

This Agreement, made and entered into this 22 day of Sept, 1906, by and between G. L. Elmore and Clara E. Elmore his wife of Broken Arrow party of the first part, and Minshall Oil and Gas Co. of Tulsa, S. I., party of the second part:

Witnesseth: - That the party of the first part, for and in consideration of One dollar to him in hand paid by the party of the second part, the receipt of which is hereby acknowledged, and the covenants and agreements herein after contained, on the part of said party of the second part, to be paid, kept and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let unto said party of the second part, its successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, building tanks, stations and structures thereon to take care of said products, with the right of going in and over and across said land for the purpose of operating the same for the term of fifteen years from the date hereof, and as much longer as oil and gas or either of them is produced therefrom in paying quantities, all of the following described land situate in the Creek nation, to-wit: - S $\frac{1}{2}$ of the NE $\frac{1}{4}$ and Lot two (2) in Sec two T18N, R13E, of the Indian Meridian, and being a part of the land conveyed to — by G. L. Elmore by deed dated — recorded at — in Record Book —

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In consideration of the premises the said party of the second part, covenants and agrees: 1st - To deliver to the credit of G. L. Elmore, or other party duly authorized, as agent for party of the first part, their heirs or assigns free of cost, in the pipe lines to which the party of the second part may connect its wells, the equal one eighth part of all oil produced and saved from the leased premises; and 2nd - To pay to G. L. Elmore, or any other person duly authorized, as agent for party of the first part their heirs or assigns one hundred & fifty dollars per year for each and every gas well drilled upon the said premises, the product from which is marketed and sold off the premises, said payment to be made on each well within thirty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter while the gas from said well is so used.

And furthermore said party of the second part agrees to complete a well upon the above described premises within one year from the date thereof but it is expressly understood and agreed that should said party of the second part fail or neglect to complete a well within the time above stipulated for completing said well, then it shall pay or cause to be paid, as rental, to said G. L. Elmore, or any other person duly authorized, as agent for part of the first part, or shall deposit to his credit in First Nat Bank of Tulsa the sum of sixty dollars in advance for each year such completion is delayed until a well shall be completed, and it is agreed that the completion of said well shall be and operate as a full liquidation of all rentals during the term of this lease.

Said party to fully use and enjoy said premises for farming purposes, except such parts as may be used by the party of the second part for the purposes aforesaid, second part - agreeing to locate all wells so as to interfere as little as possible with the cultivated portions of the tract.

The party of the first part shall have the right and privilege of using at their own risk, sufficient gas for one dwelling house from any gas well found on said described premises, they to make their own connections at said well.