

COMPARED

OIL AND GAS LEASE.

THIS INDENTURE AND LEASEMADE and entered into the 5th, day of September, A. D., 1908, by and between Julia Johnston, Guardian of Jimmie B. Johnston, a minor, postoffice address Tahlequah, Oklahoma oftownship, County of Cherokee, and State of Oklahoma, Lessor, and The Bingo Oil Company, Lessee.

WITNESSETH, That the said lessor for and in consideration of the sum of \$160.00 Dollars, in hand well and truly paid by the lessee, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents do grant, demise, lease and let unto the lessee, its heirs or assigns, all the oil and gas in or under the following described tract of land; also the said tract of land for the sole and only purpose of entering upon operating thereon and removing therefrom said oil and gas, for the term of ^{ten} years from date and as much longer thereafter as oil or gas is produced thereon, with the right to use oil, gas or water therefrom, and all rights and privileges necessary or convenient for such operation also the right to remove at any time all property, pipes and improvements placed or erected in or upon said land by the lessee, said land being all that certain tract of land situated in ... Township Tulsa County, State of Oklahoma, bounded and described as follows, to wit:

The South Half (S/2) of the Northwest Quarter (NW/4) of Section Eight (8), Township Twenty-one, Range Thirteen East of the Indian Meridian, containing Eighty (80) acres, more or less

In consideration of the premises the said lessee covenants and agrees.

FIRST: To deliver to the credit of the lessor or lessors, her heirs or assigns, free of cost, into tanks, or pipe line to which it may connect the wells, the equal to one-eighth part or share of all the oil produced and saved from the leased premises.

SE COND: To pay to the lessor One Hundred Fifty (\$150) Dollars each year in advance for the gas from each well where gas only is found, while the same is being sold off the premises and the lessor to have gas free of cost at her own risk for one dwelling house on said premises, during the ~~same~~ ^{same} time, to be used economically.

FOURTH: The lessee further agrees to bury pipe lines for oil in cultivated fields below plow depth when requested to do so by the lessor, and to pay for damage done growing crops while drilling.

FIFTH: The lessee agrees not to drill any wells within 250 feet of any buildings on said premises without the written consent of the lessor.

FURTHERMORE, The lessor hereby releases and waives all rights under and by virtue of the homestead exemption laws of this state as they may effect said premises. AND the lessor also consents to the lessee selling or disposing of said lease.

FURTHERMORE, It is mutually agreed by and between the parties hereto that the lessee shall have the right to use gas, oil and water produced on said land for its operations thereon or other lands near said lease except water from the wells of lessor.

Also that the lessee its heirs or assigns shall have the right at any time on payment of one dollar to the lessor, her heirs or assigns, to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine. This lease may be surrendered by mailing to the lessor as above. And all money accruing to lessor under this contract may be paid by check or cash direct to any one of the lessors or mailed to.....or payment may be made through.....Bank

It is agreed that all the terms and conditions hereof shall extend and apply to the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this the day and year first above written.