

## OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 27th, day of October, A. D., 1908, by and between Edmond Perryman, Gdn. Amos Davis, a minor, and John W. Perryman, Gdn. Lena Davis and Nora Davis, minors, of Broken Arrow, Oklahoma, parties of the first part, lessors, and Charles Page and R. A. Josey, of Tulsa, Oklahoma, parties of the second part, lessees:

WITNESSETH; That the said parties of the first part for and in consideration of the sum of Seventy Five Dollars in hand well and truly 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 parties 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 the said parties of the second part, their heirs, executors, administrators, successors and assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, all that certain tract of land situate in the County of Tulsa, State of Oklahoma, described as follows, to wit:

Southeast Quarter of the Northeast Quarter and the North Half of the Southeast Quarter (SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  and N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) of Section Twenty Three (23), and the East Twenty Acres of the West Half of the Northeast Quarter (E 20 acres of W $\frac{1}{2}$  of NE $\frac{1}{4}$ ) of Section Twenty Three (23) and North Half of Northwest Quarter of Southeast Quarter (N $\frac{1}{2}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section 24 all in, Township 19 North, Range 11 East, and containing 160 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from this date, and as long thereafter as oil or gas, or either of them is produced therefrom by the parties of the second part, their heirs, executors, administrators, successors and assigns.

In consideration of the premises the said parties of the second part, covenants and agrees 1st: To deliver to the credit of the first parties, their heirs, executors, administrators, successors and assigns, free of cost, in the pipe line to which they may connect their wells, the equal one tenth part of all oil produced and saved from the leased premises.

2nd: To pay to the first parties One Hundred and no/100 Dollars 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 parties to have gas free of cost to heat five stoves in dwelling house on said premises during the same time.

The parties of the second part agrees to complete a well on said premises within twelve months from the date hereof, or pay at the rate of Sixteen and no/100 Dollars, in advance, for each additional twelve months such completion is delayed from the time above mentioned for the completion of such well until a well is completed, and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

The parties of the second part shall have the right to use oil, <sup>gas and</sup> ~~gas~~ or water from wells, springs or streams produced on said land for its operation thereon, except water from wells of first parties.

When requested by first parties the second parties shall bury all their pipe lines below plough depth on cultivated land.

No well shall be drilled nearer than 200 feet to the house or barn on said premises.

Second parties shall pay for damages caused by it to growing crops on said land.

The parties of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. All payments which may fall due under this lease may be made direct to Edmond Perryman, Gdn. of Amos Davis and