

OIL AND GAS LEASE.

THIS LEASE, Made this 14, day of November, A. D., 1908, by and between Neppie A. Miller, G. C. Miller, of Tulsa, Oklahoma, of the first part and John S. Thomason, Cyrus S. Avery and Morris F. Knight, of the second part.

WITNESSETH: That the said parties of the first part, in consideration of \$40.00 in hand paid, the receipt of which is hereby acknowledged, and the stipulations, rents and covenants hereinafter contained, on the part of the said party of the second part, their heirs, executors, administrators, successors and assigns, to be paid, kept and performed, has granted, demised and let unto the said party of the second part, their heirs, executors, administrators successors and assigns, for the sole and only purpose of drilling and operating for petroleum Oil and Gas for the term of ten years, or as long thereafter as oil and gas is found in paying quantities, all that certain tract of land, situated in the County of Tulsa, State of Oklahoma and particularly described as follows, to wit:

The South Half of the Southeast Quarter of the Southwest Quarter, and the Northeast Quarter of the Southeast Quarter of the Southwest Quarter, Section Thirty Six (36) Township Twenty (20) North, Range Thirteen (13) East and the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section Thirty Two (32), Township Twenty (20) North, Range Fourteen (14) East, containing Forty acres, more or less; excepting and reserving therefrom 100 feet around the buildings on said premises, upon which there shall be no wells drilled; the boundaries of which shall be designated and fixed by the said parties of the first part.

The said second party hereby agrees, in consideration of the said lease of the above described premises, to give said first party one-eighth royalty share of all the oil or mineral produced and saved from said premises, except that used for operating purposes on the premises and the sum of One Hundred and Fifty and no/100 Dollars per annum for each and every gas well drilled on the premises herein described and while gas is sold ^{and sold} and piped from the same off the premises. The said second party agrees not to unnecessarily ^{disturb} growing crops thereon, or the fences.

The said second party is hereby granted the right to enter upon the above described premises at any time for the purpose of mining or drilling and the right of way to and from the place of operation or drilling and the right to lay pipe lines for the purpose of conveying or conducting water, steam, gas or oil over and across said premises and also the right to remove at any time any and all machinery, oil well supplies or appurtenances of any kind belonging to said second party.

The said party of the second part agrees to commence ^{one} well within six months from the date hereof (unavoidable accidents and delays excepted) and in case of failure to commence one well within such time, the party of the second part agrees to pay thereafter to the parties of the first part for any further delay the sum of Forty Dollars per annum, as a rental on the same thereafter until a well is commenced or the premises abandoned, payable at Tulsa Oklahoma; and the parties of the first part hereby agree to accept such sum as a full consideration and payment for such yearly delay until one well shall be commenced, and a failure to commence one well or to make any of such payments within such time and such place as above mentioned renders this lease null and void, and neither party hereto shall be held to any accrued liability, otherwise to remain in full force and virtue. It is understood by and between the parties hereto that the terms of this lease shall extend to and be binding upon their heirs, executors, administrators, successors and assigns.

And I, G. C. Miller, husband of said lessor, in consideration of the foregoing promises do hereby release and relinquish unto the said party of the second part, all my right of dower and homestead in and to the above described premises for the purposes of the foregoing lease.