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R.46. OIL AND GAS LEASE

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IN CONSIDERTION. OF THE SUM OF ONE DOLLARS, the receipt of which is acknowledged by the fist party, Winfield Williams, guardian for Annie G. Williams, a minor, first party, hereby grants and conveyes unto W. F. Daly and R. H. Shrewsbury second parties, all the oil and gas in or under the premises hereinafter described, together with said premises for the purpose and exclusive right to entear thereon at all times by themselves, agents, assigns or exployees, to drigil and operate wells for oil, gas and water, and to erect, maintain and occupy, repair and remove all buildings, telephone pole s and wires, structures, pipelines, machinery and appliances that second parties may deem necessary, convenient or expedient to the production of oil, gas or wate thereon, and the transportation of oil, gas andwater, upon and over said premises and along the highways along the same, except, that first party shall have the full 1/8 part of all oil produced and saved on the premises, and first party agrees to accept said share of said oil as full compensation for all the products of each well in which oil is found. Said real estate and premises are located State of Oklahoma, County of Tulsa, and described as follows? to wit:

The N1 of the NW1 of Sec. 27 T. 20 N. R. 13 E. containing 80 acres, more or less, hereby releasing and waiving all right under and by virtue of the Homestead exemption laws of this state.

TO HAVE AND TO HOLD SAID premises for said purposes for the term of years from this date said term to expire with the minority of saidminor, to wit: On July 2nd, 1916.

It is agreed that while the product of each well in which gas only is found, shall be marketed from said premises, the second parties will pay to the first party therefor at the rate of \$150.00 Dollars per annum, and give the first party free gas at the well for one dwelling house at the same time on the premises. First party to make his own connections, at the well at his risk and expense.

Whenever first party shall request it, second parties shall bury all oil and gas lines which are laid over tillable ground. Said parties also agrees to pay all damages done to crops by reas-on of laying and removing pipe lines. No well to ne-nearer than 150 feet of residence now on premises.

Second party agrees to commence a well on said premises within sixty days from date or pay to first parties at the rate of Twenty Dollars for each 3 months thereafter the commencement of said well is delayed. All moneys falling due under the terms of this grant may be paid direct to the first party or to the credit of he first party at the Central National Bank of Tulsa, Oklahoma.

It is mutually agreed by adbetween the first and second parties hereto that in further consideration for the payment of said sum of One Dollar, and all sums due hereunder to date of surrender by second party, first party grants unto second party the right to release and terminate this grant at any time. Thereafter all liabilities of both firstcand second parties hereunder shall cease and determine.

Second party shall have the right to use sufficient gas, oil and water to drill all wells and for all purposes necessary or convenient in operating same.

The terms and conditions of this grant, shall extend to the heirs, successors and assigns of theperties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this 8th, day of October, 1908.

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