

ber, 1908, personally appeared Isabelle Rush, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and seal as such Notary Public on the day last above mentioned.

Garfield Johnson, Notary Public.

(SEAL) My commission expires Dec. 28, 1909.

Filed for record at Tulsa Okla., Dec. 26, 1908, at 10.40 A. M.

H. C. Walkley, Register of Deeds (SEAL)

RECORDED

RR

# OIL AND GAS LEASE.

AGREEMENT, made and entered into the 8th, day of September, a/d. 1908, by and between John M. Riley, of Muskogee, Oklahoma, party of the first party and E. C. Reid/ of Tulsa Oklahoma, party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar to him 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 said party of the second part to be paid, kept and performed, has granted and conveyed and by these presents does grant and convey unto the said party of the second part his successors and assigns, for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines, and of building tanks, stations and structures thereon to take care of said products, all that certain tract of land situate in Tulsa County, Oklahoma, to wit:

West Half of Southwest Quarter of Southwest Quarter and Northeast Quarter of Southwest Quarter of Southwest Quarter, Section Eight, Township Twenty North, Range Thirteen East, containing Thirty acres, more or less, reserving, however, therefrom 200 feet around the buildings on which no wells shall be drilled by either party except by mutual consent.

It is agreed that this grant shall remain in force for a term of five years from this date, and as long thereafter as oil or gas, or either of them is produced therefrom by the party of the second part, his successors or assigns.

In consideration of the premises the party of the second part covenants and agrees:

1st. To deliver to the credit of the first party, heirs or assigns, free of cost, in the pipe line to which it may connect its wells, or in tanks at the wells, or pay the market price therefor in cash, the equal one-eighth part of all oil produced and saved from these premises; and 2nd. To pay one hundred fifty cents per year for the gas from each and every gas well drilled on and produced from the product from which is marketed and used off the premises, said payments to be made on each well within sixty 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.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises.

The said party of the second part agrees to commence to drill one well within seven months from the date hereof, and complete same within a reasonable time, and in case of failure to commence one well within the said seven months, said lease shall become null and void and of no force and effect, and the party of the second part agrees to surrender said lease.

The party of the second part further agrees that upon completion of the first well upon the terms herein agreed upon, namely seven months as stated, to commence to drill a second well within thirteen months from the date hereof, and to complete same within two months from the date of commencement of drilling, but in the event of the failure of the party of the second