

## OIL AND GAS LEASE.

IN CONSIDERATION OF THE SUM OF FORTY and no/100 Dollars, the receipt and payment of which is hereby acknowledged by the first party hereto Cade Jones, guardian of Sarah F. Jones, the said party of the first part does hereby grant and convey unto L. W. Mathews, party of the second part all the oil and gas in and under the premises hereinafter described, together with said premises for the purpose and with the exclusive right to enter thereon at all times, by himself, agents, assigns or employees, to drill and operate wells for oil, gas and water and to erect maintain and occupy, repair and remove all buildings, telephone poles and wires structures, pipelines, machinery and appliances that second party may deem necessary, convenient or expedient to the production of oil, gas and water thereon, and the transportation of oil, gas and water, upon and over said premises and 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 in Tulsa County, Oklahoma, and described as follows, to wit:

NW 1/4 SE 1/4 and NE 1/4 SW 1/4 Section Five Township 22 North, Range 13 East, containing 80 acres more or less, 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 9 years from the 1st Jan. 1st, 1909, and so long thereafter as oil or gas is produced therefrom.

it is agreed that while the product of each well <sup>in which</sup> ~~where~~ gas only is found, shall be marketed from said premises, the second party will pay to the first party therefor at the rate of One Hundred and Fifty Dollars per annum, and give the first party free gas at the well for one dwelling house during the same time on the premises. First party to make his own connections at well at his risk and expense.

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

Second party <sup>shall</sup> ~~to~~ commence a well on said premises within one year from date or pay to first party at the rate of twenty five Dollars for each year 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 the first party at the Citizens State Bank of Vera, Oklahoma.

It is mutually agreed by and between 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 first and second parties hereunder shall cease and determine. January 1st, 1918.

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 the same.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this 12th, day of December, 1908.

Witness to mark &

R. R. Mathews, Vera, Okla.

H. T. Dunlap.

his  
Cade X Jones (SEAL)  
mark

Guardian of Sarah F. Jones.