

seal at Tulsa Ind Ter this 24th day of June 1908

SEAL.

A.B.Davis

Notary Public

My commission expires as such Notary Public Nov 26 1911.

Filed for record Jul 17 1908 at 9'30 A.M. H.C.Walkley Reg of Dee ds . (Seal)

-----: OIL LEASE :-----

COMPARED

THIS AGREEMENT , Made this Sixteenth day of July A D 1908 Between Naoma Posey and her husband Tom Posey of Bixby Tulsa Co unty and State of Oklahoma, parties of the first part and Lewis Emery of Tulsa Tulsa Co, Okla party of the second part.

Witnesseth, That the party^o of the first part in consideration of the covenants and agreements herein after contained and of the sum of Fifty Dollars ^{7.00} (\$50.00) the receipt of which is hereby acknowledged, does hereby demise, let and grant unto the party of the second part all the oil and gas in or under All that certain tract of land, situate in 17 N Township Tulsa County State of Oklahoma, Described as follows /, to wit:-

The south east quarter of the south east quarter of Sect 25, Towns 17N Range 13 E , containing ^{forty} ~~40 acres~~ (40) acres more or less.

Together with the exclusive, right to enter thereon at all times for the purpose of drilling and operating thereon for oil, gas or water, and to erect , maintain and remove all buildings , structures , pipes, pipe lines and machinery necessary and convenient for the production, storage and transportation of oil, gas or water .

TO HAVE AND TO HOLD the said premises for the term of one years from the date hereof, and as much longer as oil or gas is found in paying quantities thereon .

The above grant is made upon the following terms :

- 1 . The party of the second part agrees to commence operations upon said premises within twelve months from this date, and a failure to commence such operations shall render this lease null and void, and neither parties hereto shall be held to any accrued liability or to any damages or be liable upon any stipulations or conditions herein contained .
2. If oil be found in paying quantities upon said premise , the second party agrees to deliver to first party in the pipe line which he may connectt the well or wells, the one eighth part of all the oil produced and saved from the said premises .
3. The party of the second part agrees to pay in yearly payments at the end of each year One Hundred and Fifty ⁰⁰/₁₀₀ Dollars on each gas -producing well, from which gas is transported or used off the leases premises, the said payment to be made direct to the first parties or deposited to their credit in the bank of Bixby, Bixby Okla.
4. The parties of the first part shall have the right to use said premises for farming purposes, except such parts thereof as may be necessary for said mining operations.
5. The party of the second part shall have the right to use casing head gas from the wells on this lease for the purpose of operating said wells and wells owned by second party on other farms .
6. The second party shall pay all damages to growing crops caused by the afore-said operations .
7. No well shall be drilled nearer than One Hundred feet to buildings on said premises .