

COMPARED

-----OIL and GAS LEASE :-----

This lease made this 16th day of July A D 1908 by and between Joe Mc Intosh guardian of Bennie Mc Intosh , a minor, of Muskogee Okla of the first part and Charles W Well and J Blair Shoenfelt & Son of the second part,

WITNESSETH : That the said party of the first part in consideration of \$80.00 in hand paid, the receipt of which is hereby acknowledged, and the stipulations rents, and covenants herein after contained, on the part of the said party of the second part i.e. their heirs, executors, administrators and successors and assigns, to be paid, kept and performed, has granted, demised and let unto the said parties of the second party 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 to expire Sept 1 1912, or as long thereafter as Oil or 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

East Half of the Southeast quarter of Section 9 Township 19 North Range 14 East .

Containing 80 acres , more or less, excepting and reserving therefrom, _____ 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 party 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 part 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 , delivered in tanks or pipe lines to the credit of first party . It is further agreed that if gas alone is obtained in paying quantities and utilized off the premises, the consideration in full to the party of the first part shall be free use thereof for his own domestic use on the premises, and the sum of One Hundred dollars per annum for each and every gas well drilled on the premises herein described and while gas is piped and sold 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 .

z This lease shall not be assigned without court's approval . The said party of the second part agrees to drill one well within one year from the date hereof (unavoidable accidents and delays excepted) and in case of failure to drill one well within such time, the parties of the second part hereby agrees to pay thereafter to the party of the first part for any further delay the sum of Eighty dollars per annum as a rental on the same thereafter until a well is commenced or the premises abandoned , payable at and the party of the first part hereby agrees to accept such sum as full consideration and payment for such yearly delay until one well shall be commenced, and failure to