

COMPARED

-----: OIL AND GAS LEASE :-----

Agreement made and entered into the 5th day of August A.D. 1908 by and between George B Montgomery ^{Jr} (a single Man) of Tulsa Okla Oklahoma party of the first part and John F Hagen of Tulsa Okla 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 or 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 the said products, all that certain tract of land situate in Tulsa County, Oklahoma, to-wit :

S $\frac{1}{2}$ of NW $\frac{1}{4}$ of Sec 12 Twp 16 North Range 13 East containing ^{eighty} 80 acres more or less reserving however, therefrom 150 feet around the buildings on which no well shall be drilled by either party except by mutual ^{consent} consent.

It is agreed that this grant shall remain in force for the term of ten 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 said party of the second part covenants and agrees ~~1st~~ 1st. To deliver to the credit of the first party his heirs or assigns free of cost in the pipe line to which he may connect his wells or in tanks at the wells or pay the market price therefor in cash the equal 1/8 part of all oil produced and saved from these premises; and 2nd To pay One hundred and Fifty (\$150.00) Dollars per year for the gas from each and every gas well drilled on said premises; the product from which is marketed and used off the premises, said payments to be made of 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 ^{is} 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. And further, to complete a well on said premises within one year from the date hereof, or pay at the rate of Twenty (\$20.00) and No/100 Dollars quarterly in advance for each additional three months such completion is delayed from the time above mentioned for the completion of such well until a well is completed; and it is agreed that the completion of such well shall be and operate as a full liquidation of all rental under this provision during the remainder of this grant. Such payments may be made direct to George B Montgomery Jr or deposited to his credit in Bank of Commerce at Tulsa Okla.

It is agreed that the second party is to have the privilege of using sufficient water from the premises to run all necessary machinery and at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of Two and No/100 Dollars at any time by the party of the second part, his successors or assigns, to the party of the first part, his heirs or assigns said party of the second part his successors or assigns, shall have the right to surrender this grant for cancellation after which all