

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

Agreement Made and entered into the 10th day of August A D 1908 by and between Ben Brown, guardian of Jane Brown a minor of Gatesville Oklahoma, party of the first part, and Knox M Rowe of Broken Arrow Oklahoma party of the second part

WITNESSETH: that the said party of the first part for and in consideration of the sum of \$ 160.00 dollars 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 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 ~~X~~ land situate in Tulsa County, Oklahoma, to-wit :-

The SW/4 of Section 15 Township 19 North, Range 14 East <sup>however</sup> containing One Hundred and Sixty acres more or less, reserving therefrom one hundred feet around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this grant shall remain in force for the term of Five years from ~~this~~ 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. To deliver to the credit of the first party his heirs or assigns, free of cost, in the pipe line ~~X~~ to which it may connect its wells, or in tanks at the wells or pay the market price therefor in cash, the equal 1/2 part of all oil produced and saved from these premises. and 2nd to pay \$ 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 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 wells 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 party of the second part further agrees that in case no well is drilled for oil or gas within one year from the date hereof, all rights and obligations secured under this grant and demise shall cease unless party of the second part shall elect from year to year to continue this grant and demise in force as to any or all portions of the premises by paying in advance an annual rental of \$ 80.00 per year for all of said lands or such portion thereof as the party of the second part may designate until a well is drilled, provided that, upon the completion of said well, the above provided for rentals shall cease. Such payments may be made direct to Ben Brown or deposited to his credit in The Wagoner National Bank of Wagoner Oklahoma.

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 <sup>6</sup> One Dollars at any time after giving three months notice by the party of the