

-----: Oil and Gas Lease : -----
 Agreement Made and entered into on the 5th day of February A.D. 1908 by and between Andrew J Berryhill, Guardian of Alta May Berryhill (Minor) County of Tulsa and party of the first part and New State Oil & Gas Co ^{Green} Pool, Kiefer Post office party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Share of Stock in said Co to me 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, demised, leased and let and by these presents does, grant, demise, lease and let unto the said party of the second part heirs, executors and administrators or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying ^{pipe} ~~line~~ lines and of building tanks, stations and structures thereon to take care of said product, all that certain tract of land situated in Tulsa County, Oklahoma, to-wit:

E 1/2 of S.E. 1/4 Sec 20 Township 17 N Range 13 E Acres ^{acres} 80

E 1/2 of N.E. 1/4 Sec 29 Township 17 n Range 13 E Acres 80

Containing 160 Acres

Total acreage ^{and} 160

And being the same land conveyed to the first party by deed bearing date reserving, however, therefrom 10 acres including House, plat & Orchard on which no well shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for the term 15 years from this date and as long thereafter as the above described premises shall be operated for the purpose of producing oil or gas, or so long as oil or gas is produced in paying quantities.

In consideration of the premises the said party of the second part covenants and agrees: 1st to deliver to the credit of the first part heirs, assigns, executors and administrators, free of cost, in the pipe line to which the well may be connected, the equal one eighth part of all the oil produced and saved from the leased premises, 2nd. to pay One Hundred Dollars per year for the gas from each and every gas well drilled on said premises;

the product of which is marketed and used off the premises, said payment 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 well is used. In case gas is found in marketable quantities, party of the first part shall have gas for domestic purposes free by making his own connections.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the farm. And further to complete a well for oil or gas on said premises within six months from date hereof or pay at the rate of ten dollars in advance for each additional month ^{such} ~~the~~ completion is delayed from the time above mentioned for the completion of such well, until a well is completed. Such payment may be made direct to the lessor or by check mailed to him at Bixby Okla or by check deposited to the credit of Andrew J Berryhill in the Bank of Bixby, at Bixby Okla.

It is agreed that the second party is to have the privilege of using sufficient water from the premises to run all machinery and at any time to remove all machinery from the premises; and ~~and~~ further upon the payment of five dollars at any time, by the party of the second part, heirs, executors, administrators, or assigns, to the party of the first part, his heirs, or assigns, said party of the second part ^{heirs} ~~heirs~~, executors, administrators or assigns shall have the right to surrender this lease for cancellation, after which, all payments and liabilities thereafter to accrue under and by virtue of its