

COMPARED

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

AGREE MEN T, Made and entered into the 4th 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 Eastern Oil Company of Buffalo New York, party of the second part, ai

WITNESSETH: that the said party of the first part for and in consideration of One Dollar to him in hand well a d 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, it s sucesors or assigns, for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines, and off building tanks, stations and structures thereon & take care of said products, all that certain tract of land situate in Township Tulsa County , Oklahoma, to-wit .

N 1/2 of N W 1/4 of Sec 12 Twp 16 north Range 13 East. Containing Eighty (80) acres more or les, s, reserving , however, therefrom 150 feet around the buldings on which no well s hall be drilled by i ther party except by mutual consnet .

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, its 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 hers or assigns, free of cost , in the pipe line to which it may connect its 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 prejises; the product from which is marketed and used off the premises, said payments to be made on each well withi n sixty days after commencing to use the gas theref om as aforesaid, and to be paid yearly thereafter, while the gas from said well is so sued .

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 o n said premises within one year from the date hereof, or pay at the rate of Twenty (\$20.00) and No/100 Dollars quarterly, in adavance, 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 od such well shall be and operate as a full liqudatio n of all rental under this provision during the remainder of the term of this grant . Such payments may be made direct to George B Montgomery Jr or deposited to his credit in Ban(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