

mining and operating for oil and gas and of laying pipe lines and of building tanks, stations and structures thereon to take care of said products, all that certain tract of land situate in Township 19 N Tulsa County state of Oklahoma hereby releasing and waiving all rights under and virtue of the homestead exemption laws of this State, bounded substantially as follows :-

SW 4 of NE4 and NW 4 of NE4 and E2 of NW 4 of Section 36 Township 19N Range II East . containing One Hundred sixty (160) acres , more or less , and being same land conveyed to the first party by Creek Nation Allotment bearing date Aug 7th 1905 reserving however therefrom 300 feet around the buildings on which no wells shall be drilled by either party except by mutual consent .

It is agreed that this lease shall remain in force for a term of five years from this date and as long ~~xx~~ thereafter as oil or gas or either of them, is produced from said land by the party of the second part, his heirs, administrators , executors , 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 party of the first part his heirs administrators, executors and assigns free of cost in the pipe line to which party of the second part may connect his wells, the equal One eighth (1/8) part of all oil produced and saved from the leased premises; 2nd. To pay fifty and No /100 Dollars each three months in advance for the gas from each and every gas well drilled on said premises , the gas from which is marketed and used off the premises , while the gas from said well is so marketed and used .

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 on said premises within 3 months from the date hereof or pay at the rate of Forty 00/100 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 the term of this lease. Such payments may be made direct to the lessor or deposited to his credit in Citizens State Bank of Council Hill Okla.

First party to have gas free for fuel and light in the dwelling on said premises by making his own connection to any well thereon.

It is agreed that the second party is to have the privilege of using sufficient water, oil and gas from said premises to run all ~~necessary machinery~~ ^{machinery necessary} for drilling and operating thereon and at any time to remove all machinery and fixtures placed on said premises; and further upon the payment of One 00/100 Dollars at any time by the party of the second part his heirs , administrators, executors, successors and assigns, to the party of the first part, his heirs executors, administrators and assigns, said party of the second part , his heirs, administrators, executors , successors and 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 terms shall cease and determine, and this lease become