

COMPARED

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

Agreement, Made and entered into the 28th day of July A.D. 1908 by and between Rose E Payne and H.C. Payne husband and wife, parties of the first part, and Wm. Carnill party of the second part .

WITNESSETH: That the said party of the first part for and in consideration of the sum of Two Thousand Dollars (\$2000.00) to them in handwell 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 m kept and performed, have granted, ^{divided as by this present document} leased and let, unto the 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 buildings tanks, stations and structures thereon to take care of said products, all that certain tract of land situate in the County of Tulsa, State of Oklahoma, to-wot :

The Northeast quarter of the Southwest quarter of Section Eighteen Township Twenty North, Range Thirteen East of the Indian Meridian, and the Northwest quarter of the southeast quarter of said section Township and Range, reserving, however therefrom Five (5) acres around the buildings and orchard 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 ten years from this date and as long thereafter as oil or gas or either of them is produced from said land 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 parties, their heirs, executors, administrators and assigns free of cost in the pipe line to which party of the second part may connect wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, and 2nd : To pay \$ 37.50 each three months in advance for the gas from each and every gas well drilled on said premises, the product of which is marketed and used off the premises, while the gas from the said well is so marketed and saved .

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the farm . And further, to complete a well on the said premises , within nine ⁽⁹⁾ months from the date thereof, or pay at the rate of twenty-five cents (\$.25) per acre, 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 rentals under this provision during the remainder of the term of this lease. Such payments may be made direct to the lessor or deposited to their credit in the Bank of Commerce, Tulsa Oklahoma .

It is agreed that second party shall use so far as practicable the present roads upon said premises and shall keep all gates close , and destroy no fences and pay all damages accruing or occasioned by failure so to do . Second party agrees to protect all lines .

It is agreed that the second party is to have the privilege of using