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-----OIL AND GAS MINING LEASE;-----

This agreement made this 25th day of August 1908 by and between Henry C Walkley guardian of Arthur Johnson, party of the first part, and Homestead Oil Company, party of the second part,

Witnesseth: That the party of the first part for Eighty (\$80.00) Dollars cash in hand paid, the receipt whereof is hereby acknowledged and other good and valuable considerations, and in further considerations of the covenants and agreements hereinafter mentioned has granted, demised, leased and let unto the party of the second part, its successors and assigns, all the oil and gas in and under that certain tract of land hereinafter described, and also <sup>all</sup> the said tract of land for the purpose and with the exclusive right of drilling and operating for said oil and gas, which said tract of land is situated in Tulsa County, State of Oklahoma, and described as follows, to-wit :-

North one-Half of the North-west quarter of Section Twenty eight (28) Township Twenty (20) North, Range Thirteen (13) East.

The party of the first part grants the further privilege to the party of the second part, its successors and assigns of using sufficient water and gas from the said premises necessary to operating thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas and the right to remove at any time the machinery or fixtures placed thereon the premises by said lessee.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns for the term ending September 1st 1918.

In consideration whereof the said party of the second part agrees to pay to said party of the first part as royalty the sum of twelve and one-half (12 1/2%) of the gross proceeds on the leased premises of all crude oil extracted from the said lands such payment to be made at the time of the sale or disposition of the oil; and should gas be found on said premises is paying quantities, the second party agrees to pay

One Hundred and Fifty (\$150.0) Dollars yearly in advance for the products of each gas well while the same is being sold off the premises. And first party shall have free use of gas for domestic purposes by making his own connections for such gas at the well at his own risk and expense.

Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises and to pay for all damages to growing crops caused by said operations.

Provided, however, that if a well is not drilled on said premises within twelve months from the date hereof then this lease and agreement shall be null and void, unless the party of the second part within thirty days after the expiration of the time above mentioned for the drilling of a well, shall pay an annual rental of \$1.00 per acre until a well is drilled thereon or until this lease is cancelled as hereinafter provided.

It is agreed that the completion of a well shall be and operate as full liquidation of the rentals under the above provision during the remainder of this lease/ All rentals and other payments may be made directly to the said party of the first part or may be deposited to his credit at the Bank of Commerce Tulsa Oklahoma, when the same are due.