

COMPARED

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

This agreement made this 24th day of August A.D. 1908 by and between Tuxie Roach guardian of Lillie Roach a minor party of the first part, and W.J. Hogan party of the second part, witnesseth :-

That the said party of the first part for and in consideration of the sum of One Hundred (\$ 100.00) Dollars cash in hand paid the receipt whereof is hereby acknowledged and in further consideration of the covenants and agreements hereinafter mentioned, has granted, demised, leased and let unto the party of the second part, his heirs and assigns, all the oil and gas in and under that certain tract of land hereinafter described and also all 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 :

South One-half of the North-east quarter of Section Fifteen (15) 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, his heirs and assigns for using sufficient water and gas from the said premises necessary or convenient for conducting said operations and the transportation of oil and gas and the right to remove at any time machinery and buildings or fixtures placed on the premises by said lessee .

To have and to hold the same unto the said party of the second part, his heirs and assigns for a term ending September 1st 1916.

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 %) per cent of the gross proceeds on the leased premises for all crude oil extracted from the said land, such payments to be made at the time of the sale or disposition of the oil . And should gas be found on said premises in paying quantities second party agrees to pay One Hundred and fifty (\$ 150.00) yearly in advance for the products of such 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 connection 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 agreements 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 One (\$ 1.00) Dollar per acre until a well is drilled thereon or until this lease is cancelled as herein-after provided; and it is agreed that the completion of a well shall be and operate as a full liquidation of the rental under this 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 First National Bank of Tulsa, Oklahoma, when the same are due ; and further upon the payment of One Dollar (\$ 1.00) at any time after the first year by the the party of the second part, his heirs or assigns, to the party of the first part, his successors or assigns, said lessee shall have the right