----- In witness whereof $\frac{1}{2}$ have hereunto set my hand and official seal the day and year last above mentioned and written .

George A Smith

SEAL. My commission expires April 5- 1910

Notary Public

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Filed for record Sep 25 1908 at 8 A.M. H.C. Walkley Reg of Deeds (SEAL)

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-----: O IL AND GAS LEASE :-----

THIS AGREEMENT Made this 23" day of September A.D. 1908 by and between Henry Ross of the first part, and Natt T Wagner of the second part,

WITNESSETH: That the said party of the first part, for One Dollar and other good and Valuable considerations the receipt whereof is hereby acknowledged and in furthe consideration of the covenants and agreements herinafter mentioned, granted demised, leased and let unto the part of the second part, heirs and assigns, all of the oil and gas in and under that certain tract of land herinefter described, and also that 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 the county of Tulsa State of Oklahoma and described as follows, to-wit:-

Lot I of Sec One (I) Twp I9 N R I3 E containing I8 .76 acres and S.E.

4 of S E 4 of Sec 36 Twp 20 N R I3 E const ining 58.76 acres more or less . But no wells

shall be drilled within one hundred feet of the present buildings except by makes except by

The party of the first part grants the further privilege to the party of the second part, his heirs and assigns of using sufficient gas, oil and water from the premises necessary to the operation thereon, and all rights and privilege necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time an machinery 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 an assigns withthe right to sublet and subdivide, for the term of fi fteen years from the date hereof, and as long thereafter as oil or gas is being producedxframxthexestxxxxx therefrom by by said leesse.

In consideration whereof, the said party of the second part agrees to deliver to pary of the first part in tanks or pipe lines the one-eighth part of all oil produced and saved from the leased premises, and should gas be found in paying quantities, second party agrees to pay \$ 50 ye arly in advance for the product from each gas well, while the same is being xxxxxx sold off the premises and the 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 parties agre s 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, howver, that if a well is no t commenced on said premises within three years from the date hereon, then this lease and agreement shall be null and void unless the party of the second part, within each and every year after the expiration of the time above mentioned for the commencement of a well shall pay a rental of 25 cents per