

Indian Territory Western District ~~XXXXXX~~

At Tulsa Ind Ter. I hereby certify that this instrument was filed for record in my office on Feb 8 1907 at 2 O' Clock P.M. and is duly recorded in record 15 page 407, Otis Lorton, -
Dep U.S. Clerk and Ex-officio Rec. 2610

Filed for record Sep 14 1908 at 4:40 P.M. H.C. Walkley Reg of Deeds (SEAL)

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

THIS AGREEMENT Made and entered into this 10th day of September A.D. 1908 by and between Austin Mc Lane guardian of Sarah F Mc Lane, a minor, party of the first part, and the Roth-Compton Oil Company, party of the second part :

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One (\$ 1.00) Dollar in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged and of other good and valuable considerations and of the covenants and agreements hereinafter contained on the part of the party of the second part, to be paid, kept and performed, has granted, demised, leased and let and by these presents, do grant, demise, lease and let unto the said second party, its heirs, successors or assigns for the sole and only purposes of mining and operating for oil and gas and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, all that certain tract of land situated in the County of Tulsa Oklahoma, bounded and described as follows, to-wit:-

East Half (1/2) of North East quarter (1/4) Section Twenty eight
(28) Township Twenty One (21) N Range Thirteen (13) East.

It is agreed that this lease shall remain in force for the term of years expiring March 9th 1910 .

In consideration of the premises the said party of the second part covenants and agrees :

1. To deliver to the credit of the first party, her heirs or assigns, free of cost, in the pipe line to which lessee may connect oil wells, the equal one -eighth part of all oil produced and saved from the leased premises .
2. To pay to the first party One Hundred Fifty (\$ 150.00) Dollars each year in advance for the gas from each well where gas only is found . while the same is being used off the premises; and the first party to have gas free of cost to heat and light one dwelling house on said premises during the same time .

The party of the second part agrees to commence a well on the premises of ~~XXXXXX~~ Sarah F Mc Lane in Section 28 Township 21 N Range 13 East Tulsa County, Oklahoma, within six months from date hereof, or pay at the rate of One (\$ 1.00) Dollar per acre in advance for each additional year such commencement is delayed from the time above mentioned .

The above rental shall be paid to the first party in person or to the credit of the first party at the Farmers National Bank ^{of Tulsa} Oklahoma, and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the terms of this lease .

The party of the second part, shall have the right to use oil, gas and water,