

for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

SEAL. My commission expires May 29 1912.

Frances Kimble  
Notary Public

Filed for record Oct 12 1908 at 2:35 P.M. H.C. Walkley Reg of Deeds (SEAL)

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COMPARED  
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-----: OIL OR GAS LEASE :-----

IN CONSIDERATION of the sum of One Dollars and of the covenants and agreements hereinafter contained Kittie E Butler, Guardian for Pierce P Butler, minor first part hereby grant unto J.S. Shaffer and I.N. Betson parties of the second part, heirs successors and assigns all the oil and gas in and under the following described premises, together with the right to enter thereon at all times for the purposes of drilling and operating for oil, gas or water, to erect, maintain and remove all buildings, structures, pipes, pipe lines and machinery necessary for the production and transportation of oil gas, or water. Provided, That the first party shall have the right to use said premises for farming purposes except such as is actually occupied by second part, namely: A lot of land situate in the Township of County of Tulsa In the State of Oklahoma, and is described as follows, to-wit

SE 4 of SE 4 and E 1/2 of SW 4 of SE 4 and E 1/2 of NE 4 of NE 4 and Nw 4 of NE 4 of NE4 Section Number 21 Township Number 20 North Range Number 13 East.

THE ABOVE WAS MADE ON THE FOLLOWING TERMS:

- 1st. Second party agrees to commence operations on said premises within Four Months from the date of the approval hereof, or the property hereby granted is conveyed to the first party.
- 2d. Should oil be found in paying quantities upon the premises, second party agrees to deliver to the first party in the pipe line which it may connect the well or wells the 1/8th part of all oil produced and saved from premises.
- 3rd. Should gas be found second party agrees to pay to the first party One Hundred & fifty Dollars per annum for every well from which and while gas is used therefrom off said premises.
- 4th. First party shall be entitled to enough gas free of cost to heat his stoves in the residence on said premises as long as second party shall use gas off said premises under this contract, but shall lay and maintain the service pipes at his own expense, and use said gas at his own risk. The said party of the second part further to have the privilege of excavating for water and of using sufficient water gas or oil from the premises herein leased to run the necessary engines for the prosecution of said business.
- 5th. No well shall be drilled nearer than 200 feet to any buildings on said premises.
- 6th. Second party may at any time remove all his property and re-convey the premises hereby granted and thereupon this instrument shall be null and void.
- 7th. That this lease unless otherwise terminated by its terms is to expire with the majority of said minor Pierce P Butler on Sept 15- 1918.

All the foregoing stipulations to be complied with, unavoidable delays excepted.