

Tulsa  
2-13-56

COMPARED

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

Agreement, Made and entered into the 27 day of January A.D. 1908 by and between John W Barber & Cora V Barber his wife parties of the first part and New State Oil & Gas Co. party of the second part

WITNESSETH: That the said party of the first part for and in consideration of the sum of Fifteen Thousand Dollars in Shares in hand well and truly paid by the said party of the second part the receipt of which is hereby acknowledged, 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 second part, their 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 situate in the County of Tulsa State of Oklahoma bounded and described as follows, to-wit :-

S 1/2 NW 1/4 Sec 13 T 17 N R 12 E of section 13 Township 17 North Range 12 East containing eighty acres more or less, hereby releasing and waiving dower and all rights under and by virtue of the Homestead Laws of this State.

It is agreed that this lease shall remain in force for the term of ten years ~~and~~ from this date and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part their heirs, successors or assigns.

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

1st. To deliver to the credit of the first parties their heirs or assigns free of cost in the pipe line to which they may connect their wells, the equal one eighth part of all oil produced and saved from the leased premises.

2nd. To pay to the first parties One Hundred 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.

3rd. To pay to the first part for gas produced from any oil well and used off the premises at the rate of Dollars per year, for the <sup>time</sup> term during which such gas shall be so used, said payments to be made each three months in advance.

The party of the second part agrees to complete a well on said premises within Two years from the date hereof or pay at the rate of Dollars in advance for each additional Months such completion is delayed from the time above mentioned for the completion of such well until a well is completed. The above rental shall be paid to the first part in person or to the credit of <sup>the</sup> first part at the Bank 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 term of this lease.

The party of the second part shall have the right to use oil, gas and water produced on said land, free of royalty for drilling and operation thereon, except water from the wells of first party.

When requested by the first party the second party shall bury all pipes lines,