

COMPARED

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

THIS LEASE made this 23rd day of September 1908 by and between F.M. Mathewson guardian of Lucile Frances Trusler, a minor, of Tulsa Oklahoma, party of the first part, and Lowland Oil & Gas Company, a corporation, of Tulsa Oklahoma, party of the second part, WITNESSETH:-

Said party of the first part in consideration of the sum of \$ 316.06 in hand paid, the receipt of which is hereby acknowledged and stipulations rents and covenants hereinafter contained on the part of the said party of the second part, its successors or assigns, to be paid, kept and performed, has granted, demised and let unto the said party of the second part, its successors or assigns, for the sole and only purpose of drilling and operating for petroleum oil and gas for a term of years ending with the minority of the said ward and so long thereafter as petroleum oil and gas is found in paying quantities, all that certain tract of land situated in the County of Tulsa, State of Oklahoma, and particularly described as follows, to-wit :-

Lot One (1) and the SW/4 of NW/4 of Section Twelve (12) Township Seventeen (17) North Range Thirteen (13) East and E 1/2 of W 1/2 of SW 1/4 of Section 34 Twp 16 N R 14 East, and the following described lands situated in Wagoner County, State of Oklahoma, and particularly described as follows- to-wit :-

Lot Five (5) of Section Six (6) Township Seventeen (17) North Range Fourteen (14) East excepting and reserving \approx 150 feet around the buildings on said premises, upon which there shall be no wells drilled, the boundaries of which shall be designated and fixed by the said party of the first part.

The said second party hereby agrees in consideration of the said lease above described to give said first party one eighth royalty share of all the oil produced and saved from said premises, except that used for operating purposes on the premises, and the sum of \$ 150 per annum for each and every well drilled on the premises herein described and while gas is piped and sold from the same off the premises. The said second party agrees not to unnecessarily disturb growing crops thereon or the fences.

The said second party is hereby granted the right to enter upon the above described premises at any time for the purpose of mining or drilling and the right of way to and from the places of operation or drilling and the right to lay pipe lines for the purpose of conveying or conducting water; steam gas or oil over and across said premises, and also the right to remove at any time any and all machinery, oil well supplies, or appurtenances or any kind belonging to said second party.

The said second party agrees to commence one well within one year from the date hereof (unavoidable accidents and delays excepted) and in case of failure to commence one well within such time, the party of the second part hereby agrees to pay thereafter, to the party of the first part the sum of \$ 1.00 per acre per annum as a rental for the same thereafter until a well is commenced, or the premises abandoned, payable at the First National Bank of Tulsa, Oklahoma, and the said first party hereby agrees to accept such sum as full consideration and payment for such yearly delay until one well shall be commenced and a failure to commence a well within one year and to make any of such payments within such time and such place as above mentioned renders this lease