

COMPARED
OIL AND GAS LEASE.

THIS INDENTURE AND LEASE, made and entered into this 29th, day of October, A. D. 1908, by and between William Burgess and Annie Burgess his wife, Postoffice address Tulsa, Oklahoma of Township / County of Tulsa, and State of Oklahoma, lessors and Argue and Compton, lessees

WITNESSETH: That the said lessors for and in consideration of the sum of three Hundred Dollars in hand well and truly paid by the lessees, the receipt of which is hereby acknowledged and the covenants and agreements hereinafter contained on the part of the lessees to be paid kept and performed, have granted, demised leased and let, and by these presents do grant, demise, lease and let unto the said lessees their heirs ^{or} assigns all of the oil and gas in ^{and} under the following described tracts of land; also the said tract of land for the sole and only purpose of entering upon, operating thereon and removing therefrom said oil and gas, for the term of ten years from date, and as much longer thereafter as oil or gas is produced thereon, with the right to use oil, gas or water therefrom, and all rights and privileges necessary or convenient for such operation, ^{also} ~~and also~~ the right to remove at any time all property, pipes and improvements placed or erected in or upon said lands by the lessees/ Said land being all that certain tract of land situated in 0 Township Tulsa County, State of Oklahoma, bounded and described as follows to wit:

NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 24 and SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 13 all in Twp. 20 Range 12 Section 24 & 13, Township 20 Range 12 of the Indian Meridian, containing Fifty acres, more or less

In consideration of the premises the said lessees covenant and agree

FIRST: To deliver to the credit of the lessor or lessors, their heirs or assigns, free of cost, into ^{banks} ~~tanks~~ or pipe lines to which they may connect the wells, the equal one eighth (1/8) part or share of all the oil produced ^{and} ~~and~~ saved from ^{the leased} ~~said~~ premises.

SECOND:- To pay to the lessor One Hundred fifty dollars each year in advance for the gas from each well where gas only is found, while the same is being sold off the said premises, and the lessors to have gas free of cost at their own risk for one dwelling house on said premises, during the same time to be used economically. And the lessees agree ^{pipe} ~~that~~ if gas only is found to ~~pay~~ the same to their residence.

THIRD:- The lessees agree to commence drilling a well on said premises within six months from date hereof, or pay One (\$1.00) Dollars per acre for each additional year such commencement is delayed from the time above mentioned for ~~the~~ commencing the drilling of such well until a well is commenced.

FOURTH:- The lessees further agree to bury pipe lines for oil in cultivated fields below plough depth when requested to do so by the lessors and to pay for damage done growing crops while drilling.

FIFTH:- The lessees agree not to drill any wells within 250 feet of any buildings on said premises without the written consent ~~thereof~~ of the lessors. Lessees agree to pay all court costs in defending this lease.

SIXTH:- The lessors also ^{transfer} ~~transfer~~, assign and set over to the lessees, all their right, title and interest in and to a certain well and the casing and material contained therein, located on the above described property.

FURTHERMORE, The lessors hereby release and waive all rights under and by virtue of the homestead exemption laws of this state as they may effect said premises. And the lessor also consent to the lessee selling or disposing of said lease.

FURTHERMORE It is mutually agreed by and between the parties hereto that the lessees shall have the right to use gas, oil and water produced on said lands for all operations thereon