

W. D. Abbott, Notary Public

(SEAL) My commission expires December 18, 1908.

Filed for record Oct. 13, 1908. at 9:30 A. M.

H. C. Walkley, REGISTER OF DEEDS (SEAL)

COMPARED

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OIL AND GAS LEASE.

THIS LEASE, Made this 18th, day of October, A. D., 1908, by and between Sarah Ross, of Dawson, Oklahoma, party of the first part, and J. S. ~~Thomason~~ Morris F. Knight and Cyrus S. Avery of the second part,

WITNESSETH, That the said party of the first part ~~for and~~ in consideration of the sum of \$80.00 in hand paid, the receipt of which is hereby acknowledged, and the stipulations, covenants and conditions hereinafter contained on the part of the said party of the second part, their heirs, executors, administrators, successors and assigns, to be paid kept and performed, has granted, devised and let unto the said party of the second part their heirs, executors, administrators, successors and assigns for the sole and only purpose of drilling and operating for Petroleum Oil and Gas for the term of ten years, or as long thereafter as Oil or 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:

The West Half of the Northwest quarter of Section Thirty six (36) Township Twenty (20) North, Range Thirteen (13) East, containing 80 acres more or less, excepting and reserving therefrom 100 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 of ^{hereby} the ~~second~~ part agrees, in consideration of the ^{said} lease of the above described premises to give said first party one eighth ^{or mineral} royalty share of all the oil ~~used~~ or produced and saved from said premises, except that used for operating purposes on the premises and the sum of One Hundred Fifty and no/100 ^{dollars} Dollars (\$150.00) per annum for each and every gas well drilled on the premises herein described and while gas is piped and sold from the same of the premises. The said ^{second} party of ~~the second~~ part 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 place of operating 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 of any kind belonging to said second party. Said second party agrees to drill one test well on either the Annie Stark, Sarah Ross, ~~Elizabeth~~ ^{Elizabeth} Wilson, ~~Minerva~~ ^{Minerva} Wilson or Josephine Pennington allotments within 12 months from date, or forfeit all of the above ^{now would} leases.

The said party of the second part agrees to commence one well within twelve months 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 for any further delay the sum of Eighty Dollars per annum, payable semi-annually, as a rental on the same thereafter until a well is commenced or the premises abandoned, payable at Tulsa Oklahoma, and the party of the first part hereby agree to accept such sum as full consideration and payment ~~for~~ such yearly delay until one well shall