

OIL AND GAS LEASE.

AGREEMENT, Made and entered into this 27th, day of June, 1908, by and between James H. Kennedy, guardian of Charles Cowans, party of the first part, and R. E. Mooney Oil Company of Tulsa Oklahoma, party of the second part,

WITNESSETH: That the said party of the first part for and in consideration of the sum of Eighty Dollars (\$80.00), 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 said party of the second part, to be paid, kept and performed, has granted, demised, leased and let and by these premises does grant, demise, lease and let unto the said party of the second part his heirs, successors and assigns, for the sole and only purpose 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 buildings, all that certain tract of land situated in the County of Creek, and State of Oklahoma, bounded and described as follows, to wit:

The Northeast quarter ($\frac{1}{4}$) of Section Thirteen (13), Township Nineteen (19) North, Range Ten (10) East, of the Indiana Base and Meridian, and containing One Hundred and Sixty (160) Acres according to the Government survey thereof, hereby releasing and waiving dower and all rights under and by virtue of the Homestead Exemption Laws of this State of Oklahoma.

It is agreed that this lease shall remain in force and effect for the term of years ending August 4th, 1922.

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

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

2nd. To pay to the party of the first part One Hundred and Fifty Dollars each year in advance for gas from each well where gas is found, while the same is being used off the premises; and the first party is to have gas free of cost to heat and light one dwelling house on said premises during the same time.

The party of the second part agrees to complete a well on said premises within one year from the date hereof, or pay at the rate of Eighty Dollars, per annum, in advance, for each additional twelve months such completion is delayed from the time mentioned for the completion of such well until a well is completed.

The above rental shall be paid to the first party in person, or to the credit of the first party at the City National Bank, Wagoner, Oklahoma, 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 operating thereon, except water from wells of first party.

When requested by first party, the second party shall bury his pipe lines, except steam pipe lines, below plow depth.

No well shall be drilled nearer than two hundred feet to the house or barn on said premises. Second party shall pay for damage caused by him to growing crops on said lands.

The party of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

The party of the second part his successors or assigns, shall have the right at any time