

COMPARED

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

Agreement made and entered into the 2nd day of September A.D. 1908 by and between Minervia Brown party of the first part, and W.S. Bailey party of the second part.

WITNESSETH That the said party of the first part for and in consideration of the sum of One Dollars 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 does grant, demise, lease and let unto the second party ^{his heirs}, successors or 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 products, all that certain tract of land ~~situate~~ situate in the County of Tulsa State of Oklahoma, bounded and described as follows, to-wit:

The south west quarter of the North east quarter of Section 22 Township 19 North of Range 14, ^{containing} 40 acres more or less, 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 for the term of 5 years from this date and as long as thereafter as oil or gas or either of them is produced therefrom by the party of the second part, ^{his 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 part her heirs or assigns, free of cost in the pipe line to which he may connect his wells, the equal 1/10 part of all oil produced and saved from the leased premises.

2nd. To pay to the first part Twenty 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 part to have gas free of cost to ^{heat} ~~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 \$ 100 Dollars per year for the time 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 one year from the date hereof or pay at the rate of Twenty Dollars in advance for each additional year 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 party in person or to the credit of the first party at the Porter State Bank, Porter Okla 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 wells of first party. When requested by the first party the second party shall bury his pipe lines except steam lines, below plow depth. No well shall be drilled nearer than two hundred feet to the house or barn of said premises. Second party shall pay for damages caused by ^{him to} ~~his~~ 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.