

R.P.

OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into this 10th, day of September, 1908, by and between Guy Bowman, of Muskogee, Okla., party of the first part, and John D. Porter, of Tulsa, Oklahoma party of the second part,

WITNESSETH: That said party of the first part for and in consideration of the sum of one (\$1.00) Dollar, 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 kept, paid and performed, has leased, and by these presents does lease unto the 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 products, all that certain tract or parcel of land situated in Tulsa County, Oklahoma, described as follows/ to wit:

The East Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) and the Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Twelve (12), Township Nineteen (19) North, Range Fourteen (14) East, containing 120 acres, more or less. and hereby releasing and waiving all right under and by virtue of the Homestead and Exemption Laws of the State of Oklahoma, for a period of five years from this date, and so much longer thereafter as oil and gas or either of them is produced by the party of the second part, his heirs, successors or assigns, subject to the following terms and conditions:

Party of the second part, on the execution of this lease, agrees to deposit in the Arkansas Valley National Bank, of Broken Arrow, Oklahoma, One Hundred Twenty (\$120.00) Dollars, as evidence of good faith that said party of the second part, his executors or assigns shall erect a derrick and begin operations, and to drill to a depth sufficient to make a fair test for oil and gas on the West Half ($\frac{1}{2}$) of the South East ($\frac{1}{4}$) of Section Twelve (12), Township Nineteen (19) North, Range Fourteen (14) East, within sixty days from date hereof.

. If the said party of the second part fails to begin said test within the specified time and to push the completion of such well with reasonable diligence, then and in that event the sum of One Hundred Twenty (\$120.00) Dollars above deposited shall be forfeited to the party of the first part.

Party of the second part further agrees to complete a well on the property covered by the enclosed lease within one year from the date hereof, and failing to complete such well within the specified time on these premises, this lease shall be null and void.

Party of the second part agrees to protect the lines of the first party in the following manner: To off-set such producing wells within three hundred feet of the line of the said party of the first part by drilling a well on the land of the said party of the first part not farther from the line than the well to be off-set, and to have such well completed within sixty days from the date of completion of the well to be off-set, unavoidable delays excepted.

Second party shall pay all damage done by him to growing crops on said land and to pay all damage to said land by reason of oil or salt water and any other damages to said land by said second parties' operating for oil and gas thereon.

Party of the second part shall have the right to at any time remove machinery and fixtures from said leased premises, except the right to draw and remove casing from wells not dry or exhausted.

Party of the second part shall have the right to use oil, gas or water produced on said land, free of royalty, for drilling and operating thereon, except water from wells of said first party.

Party of the second part agrees to furnish to party of the first part a complete log