recorded plat thereof;

A DEPOSITED

AND WHEREAS, J. B. Hurray is the owner of the following described real estate in the County of Tulsa, Oklahoma, to-wit:

Lot Twelve (12) in Block One (1), of Trimble Sub-Division, being a part of NW1 of NW2 of Section 8, Township 19, Range 12 East, Tulsa County, Oklahoma, according to the recorded plat thereof:

AND WHEREAS, the said Burn Harris desires to drill a well for oil and gas purposes upon some part of the above described real estate to what is commonly known as the Wilcox Sand in that vicinity, found at an approximate depth of two thousand (2000) feet, unless oil or gas in paying quantities is found at a less depth, at his own expense; and

MHEREAS, it is the desire of all the parties hereto that in case oil or gas is found in paying quantities upon any part of the above described real estate, that the said Amos Partridge and J. B. Murray shall each receive five and five-ninths (5-5/9) per cent of all oil, gas or casinghead gas produced from said premises, notwithstanding the well may be drilled upon the property of the said Bunn Harris, or either of the other lots hereinabove described

AND WHEREAS, the said parties of the second part and said parties of the third part, in consideration of the sum of One Dollar and other good and valuable considerations to them in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said Bunn Harris, lessee, to be kept and performed, have granted, demised and leased, and by these presents do grant, demise, lease and let unto the said Bun Harris, for the sole and only purpose of mining and operating for oil, gas, and casing head gas, and laying pipe lines and buildings tanks, powers, stations and structures thereon, to produce save and take care of said products, all of the following described real estate set opposite their respective names, to-wit:

Amos Partridge and Ollie Partridge, the following described real estate:

Lot Fourteen (14) in Block One (1), of Trimble Sub-Division, being a part of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 8, Township 19, Range 12 East, Tulsa County, Oklahoma, according to the recorded plat thereof;

J. B. Murray and Katie Murray, the following described real estate:

Lot Twelve (12) in Block One (1), of Trimble Sub-Division, being a part of the NW_4^1 of NW_4^1 of Section 8, Township 19, Range 12 East, Tulsa County, Oklahoma, according to the recorded plat thereof;

NOW, THEREFORE, IT IS FURTHER AGREED AS FOLLOWS:

- 1. That this lease shall remain in full force for a term of ninety (90) days from and after date hereof, and as long thereafter as oil, gas, or casinghead gas in paying quantities is produced from said land by the said Bunn Harris, or his assigns.
- 2. The said Bunn Harris hereby agrees to deliver to the said Amos Partridge, free of cost in the pipeline to which he may connect his wells, the equal of five and five-ninths (5-5/9) per cent of all oil, gas, or casinghead gas produced from said leased premises.
- 3. The said Bunn Harris hereby agrees to deliver to the said J. B. Murray, free of cost in the pipeline to which he may connect his wells, the equal of five and five-ninths (5-5/9) per cent of all oil, gas, or casinghead gas produced from said leased premises.
- 4. If the actual drilling of a well upon some part of the above described premises for oil and gas is not commenced within thirty(30) days from and after date hereof, this lease shall terminate as to all the parties hereto.
- 5. If the well drilled upon the above described premises is a dry hole, this lease shall ipse Jacto terminate as to all parties hereto.
- 6. The said Bunn Harris shall have the right to use, free of cost, gas produced on said land for the operation of the lease, and water produced on said land, except water from wells

