

OIL AND GAS LEASE.

THIS AGREEMENT, Made this 21 day of December, A.D., 1908, between John M. Tucker as guardian of Levi Gilstrap, a minor, of Sperry, Tulsa County, and State of Oklahoma, party of the first part, and Savoy Oil Company, of New York, N. Y., party of the second part.

WITNESSETH: That the party of the first part in consideration of the covenants and agreements hereinafter contained and the sum of Two Hundred and One no/100 Dollars, (\$201.00), the receipt of which is hereby acknowledged, does hereby demise, let and grant unto the part..of the second part all the oil and gas in or under all that certain tract of land, situate in Owasso Township, Tulsa County, State of Oklahoma, described as follows, to wit:

The North Half of the Northwest Quarter of Section Twenty, Township Twenty One North, Range Thirteen East, containing Eighty (80) acres, more or less. Together with the exclusive right to enter thereon at all times for the purpose of drilling and operating thereon for oil, gas or water, and to erect, maintain and remove all buildings, structures, pipes, pipe lines and machinery necessary and convenient for the production, storage and transportation of oil, gas or water.

TO HAVE AND TO HOLD the said premises for the term of five and one-half years from the date hereof, and as much longer as oil or gas is found in paying quantities thereon. THE ABOVE GRANT IS MADE UPON THE FOLLOWING TERMS:

1. THE PARTY OF THE SECOND PART AGREES TO COMMENCE OPERATIONS UPON SAID PREMISES WITHIN TWELVE MONTHS FROM THIS DATE OR THEREAFTER TO PAY TO THE FIRST PARTY AN ANNUAL RENTAL OF FORTY DOLLARS, IN ADVANCE, FOR FURTHER DELAY UNTIL OPERATIONS ARE COMMENCED: SAID rental to be deposited to the credit of the party of the first part in First National Bank, of Tulsa, Oklahoma or to be paid direct to said first party; and a failure to commence ^{and} ~~said~~ operations, or to pay said rental, shall render this lease null and void, and neither party hereto shall be held to any accrued liability or to any damages, or be liable upon any stipulations or conditions herein contained.

2. If oil be found in paying quantities upon said premises the second party agrees to deliver to first party, in the pipe line with which he may connect the well or wells, the one - eighth part of all the oil produced or saved from said premises.

3. The party of the second part agrees to pay in yearly payments at the end of each year One Hundred and Fifty Dollars, on each gas-producing well, from which gas is transported or used off the leased premises, the said payment to be made direct to the first party or deposited to his credit in the bank aforesaid.

4. The party of the first part shall have the right to use said premises for farming purposes, except such parts thereof as may be necessary for said mining operations.

5. The party of the second part shall have the right to use casing head gas from the wells on this lease for the purpose of operating said wells and wells owned by second party on other farms.

6. The second party shall pay all damages to growing crops caused by the aforesaid operations.

7. No well shall be drilled nearer than 300 feet to the buildings on said premises.

8. The second party may at any time, remove all his property and reconvey the part..of the first part, or his assigns, the premises hereby granted, and thereupon this instrument shall become null and void.

9. The second party shall have the right to erect, maintain, operate and remove all necessary pipes, pipe lines, steam, water, gas and shackle lines connecting with like lines to and from adjoining lands controlled by the second party.

IT IS UNDERSTOOD BETWEEN THE PARTIES TO THIS AGREEMENT THAT ALL conditions between the