

OIL AND GAS LEASE.

THIS INDENTURE, Made the 18th, day of January, A. D. ,1909, between George Barnes, guardian of Winnie Barnes, a minor of theof Alsuma, County of Tulsa and State of Oklahoma, lessor, and E. M. Arnold and J. W. Stein, lessees:

WITNESSETH: That the lessor in consideration of Thirty Five Dollars, the receipt whereof is hereby acknowledged, being rental in advance for twelve months from the date hereof, does hereby grant, demise and let unto the said lessee, all the oil and gas in and under the following described tract of land, with covenant for the lessee's quiet enjoyment of the term, and that lessor has the right to convey the premises to the said lessee, together with the exclusive right unto the lessee to operate and drill for petroleum and gas, to lay and maintain pipe lines, to erect and maintain telephone and telegraph lines, and buildings convenient for such operations; and the right to use water and gas from said lands in operating same, and right of way over same for any purpose, and right of ingress, egress, and regress for such purposes, and of removing either during or at any time after the term hereof, any property or improvements placed or erected in or upon said land by said lessee, and the right of subdividing and releasing all or any part of that tract of land situated in the County of Tulsa and State of Oklahoma and described as follows, to wit:

The Northwest Quarter (N.W. $\frac{1}{4}$) of Section 26, Township 19 North, Range 11 East, containing 160 acres, more or less.

TO HAVE AND TO HOLD unto and for the use of the lessor for the term of five years from the date hereof and as much longer thereafter as oil or gas or either of them is produced therefrom in paying quantities, yielding to the lessor the one eighth part of all oil produced and saved from the premises, delivered free of expense into tanks or pipe lines to the lessors credit.

Should a well be found producing gas only, then the lessor shall be paid for each such gas well at the rate of One Hundred Dollars for each year, so long as the gas is sold therefrom payable quarterly while so marketed.

Lessee agrees to complete a well on said premises within twelve months from the date hereof or pay the lessor thereafter the sum of Twenty-five cents per acre per annum in advance until said well is completed or this lease surrendered. And the drilling of such well, productive or otherwise, shall be full consideration to lessor for grant hereby made to lessee with exclusive right to drill one or more additional wells on the premises during the term of this lease.

Lessor is to fully use and enjoy said premises for the purpose of tillage, except such parts as may be used by lessee for the purposes aforesaid. Lessee is not to put down any well on the lands hereby leased within ten rods of the buildings now on the said premises without the consent of the lessor in writing. Lessor, may, if any well or wells on said premises produce sufficient gas, have gas for domestic purposes for one family, the lessor paying for connections at such points as may be from time to time designated by lessee.

The above rental shall be paid to lessor in person or by check deposited in postoffice directed to George Barnes, guardian.

And it is further agreed that the lessee shall have the right to surrender this lease upon payment of One Dollar and all amounts due hereunder and thereafter shall be released and discharged from all payments, obligations, covenants and conditions herein contained, whereupon this lease shall be null and void, and that all conditions, terms and limitations between the parties hereto shall extend to their heirs, successors, personal representatives and assigns.

Lessor agrees that a recordation of a deed of surrender in the proper county and a deposit of all amounts then due hereunder to lessor's credit in First Nat. Bank, shall be and be accepted as a full and legal surrender of lessor's rights under this lease.