

COMPARED

## OIL AND GAS LEASE.

THIS AGREEMENT, Made this 16th, day of January, A. D. 1909, by and between Cade Jones, Guardian of William M. and Cade R. Jones, minors, of the first part, and L. W. Mathews of the second part:

WITNESSETH: That the said party of the first part for One Hundred Eighty Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned, has granted, demised, leased and let unto the party of the second part his heirs and assigns, all the oil and gas in or under that certain tract of land hereinafter described, and also the said tract of land for the purpose and with the exclusive right of drilling and operating for oil and gas, which said tract of land is situated in the County of Tulsa, State of Oklahoma and described as follows, to wit:

E2 NE4 and NW4 NE4 SE4 and SW4 NE4 and S2 NW4 NE4 and NE4 NW4 NE4 and S2 NE4 SE4, all in Section Five (5), Township Twenty Two (22) North, Range Thirteen (13) East, containing 180 acres, more or less. But no wells shall be drilled within One Hundred feet of the present buildings, except by the consent of both parties.

The party of the first part grants the further privilege to the party of the second part, his heirs and assigns of using sufficient gas, oil and water from the premises necessary <sup>to</sup> for the operations thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time any machinery or fixtures placed on the premises by said lessee.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part, his heirs and assigns, with the right to sublet and subdivide, for the term of ten years from the date hereof and as long thereafter as oil or gas is being produced therefrom by said lessee.

In consideration whereof, the said party of the second part agrees to deliver to party of the first part in tanks or pipe lines the one eighth part of all oil produced and saved from the leased premises, and should gas be found in paying quantities, second party agrees to pay One Hundred Fifty Dollars yearly, in advance for the product from each gas well, while the same is being sold off the premises, and the <sup>part</sup> first party shall have the free use of gas for domestic purposes, by making his own connections for such gas at the well at his <sup>own</sup> risk and expense.

Second party agrees to locate all wells so as to interfere as little <sup>as</sup> as possible with the cultivated portions of the premises, and to pay for all damages to growing crops caused by said operations.

Provided, however, that if a well is not commenced on said premises within one year from the date herein, then this lease and agreement shall be null and void, unless the party of the second part, within each and every year after the expiration of the time above mentioned for the commencing of a well, shall pay a rental of Fifty Dollars per year until a well is commenced thereon or until this lease is cancelled as hereinafter provided. And it is agreed that the completion of a well shall be and operate as a full liquidation of all rental under this provision during the remainder of this lease. All rentals and payments may be made direct to party of the first part, or may be deposited to his credit at Citizens State Bank of ~~the~~ Vera, Okla., And a failure on the part of the second party to comply with the terms of this covenant, by either commencing a well within the time aforesaid or paying said rental, shall render this lease and agreement null and void, and not to remain or be continued in force or be revived without the consent of both parties in writing, and all rights, claims and demands of any kind or nature, of any and all parties hereunder shall thereupon cease, determine and be extinguished with like effect as if this agreement had never been made.