

## COMPARED

## OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into this 16 day of January, 1909, by and between John Fain and Charlotte Fain, his wife, of Owasso, Oklahoma, parties of the first part, and James Bowen, A. B. Norton and John O. Mitchell, parties of the second part:

WITNESSETH: That the parties of the first part, for and in consideration of the sum of \$1.00 to them in hand paid, by the parties of the second part, the receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of, and agreed to be kept by the parties of the second part, hereby demise, lease and let unto the parties of the second part, their successors and assigns, for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines, steam, water, gas and shackles lines to and from adjoining lands, and of building tanks, stations and structures thereon necessary to operate for oil and gas and to take care of such products, with the right of going in, upon, over and across said land, for the purpose of operating the same for a term of fifteen years from this date. described as follows, to wit.

The East One Half of the North East Quarter of Section Nine, Township Twenty One North, Range Thirteen (13) East.

In consideration of the premises the parties of the second part hereby covenant and agree to deliver to the credit of the first parties their heirs or assigns, free of cost in pipe line to which they may connect their wells, the equal one eighth part of all oil produced and saved from the leased premises.

The parties of the second part further agree to pay to the parties of the first part, their heirs or assigns, the sum of \$150.00 per annum in advance for the gas from each and every well drilled on said premises, the product from which is marketed and sold off the premises; said payments to be made on each well within sixty days after commencing to use the gas therefrom as aforesaid, and to be paid yearly thereafter in advance, while the gas from said well is so used and marketed off the premises.

Parties of the first part shall have the right and privilege of using sufficient gas for one dwelling house on the premises from any gas well found on said leased premises, they to make their own connections at the well at their own risk and expense.

Whenever the first parties shall request it, second parties shall bury all oil and gas lines which are laid over tillable land. Said parties also agree to pay all damages done to growing crops by reason of laying and removing of pipe lines.

Second parties agree to commence a well on said premises within thirty days from date hereof and to complete the same without unnecessary delay, or this lease is null and void; <sup>second party further</sup> agree, in case first well drilled on said premises makes a production of 25 barrels of oil per day, or produces gas in paying quantities, to commence a second well on the premises within sixty days of the date upon which the said first well is completed, or in lieu thereof to pay to the first parties the sum of Fifty (\$50.00) Dollars per annum in advance thereafter, as additional rental, until such second well shall be commenced. Second parties further agree, in case said second well makes a production of 25 barrels of oil per day, or produces gas in paying quantities, to commence a third well on the premises within sixty days of the date upon which the said second well is completed, or in lieu thereof to pay to the <sup>first</sup> parties the sum of Fifty (\$50.00) Dollars per annum in advance thereafter as additional rental, until such third well shall be commenced. And second parties agree to continue such development in the manner and upon the terms above set forth, until the premises herein leased are developed to an extent beyond which further development would not pay.

All moneys falling due under the terms of this lease may be paid directly to the first parties or deposited to their credit at the Central National Bank, of Tulsa, Oklahoma.