

## OIL AND GAS LEASE.

THIS INDENTURE, Made the 26th, day of January, A. D., 1909, between John Covey and Virgie Covey, his wife of Tulsa, County, Oklahoma, lessors, and Lewis E. Mallory, Jr., of Bradford, Pennsylvania, lessee.

WITNESSETH: That the lessors, in consideration of Four Hundred Dollars (\$400.00), the receipt whereof is hereby acknowledged, being rental in advance for six 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 lessee's quiet enjoyment of the term, and that lessors have 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 pipelines, 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 the 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 all that tract of land situated in the County of Tulsa and State of Oklahoma, and described as follows, to-wit:

The South Half (S/2) of the Southeast Quarter (SE/4) of Section Two (2), Township Eighteen (18) North, Range Twelve (12) East and the West Half (W/2) of the Northeast Quarter (NE/4) of Section Eleven (11), Township Eighteen (18) North, Range Twelve (12) East., containing 160 acres, more or less.

TO HAVE AND TO HOLD unto and for the use of the lessee for the term of five (5) years from the date hereof and as much longer as oil or gas is produced in paying quantities, yielding to the lessors the one-tenth part of all oil produced and saved from the premises, delivered free of expense into the tanks or pipe lines to the lessor's credit.

Should a well be found producing gas only, then the lessors shall be paid for each such gas wells at the rate of One Hundred (\$100.00) Dollars for each year, so long as the gas is sold therefrom, if piped from the premises, payable quarterly while so marketed.

Lessee agrees to complete a well on said premises within six (6) months from the date hereof, or pay the lessors thereafter the sum of One Dollar (\$1.00) 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 lessors 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.

Lessors 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 six hundred feet of the buildings now on the said premises without the consent of the lessors in writing, lessors, may if any well or wells on said premises produce sufficient gas, have gas for domestic purposes for one family, the lessee paying for connections to residence of lessors.

Lessee agrees to pay for any damage to growing crops in going on or over the leased premises

The above rental shall be paid to lessors in person or by check deposited in the First National Bank of Tulsa, Oklahoma. 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 become null and void, and that all conditions, terms and limitations between the parties hereto shall extend to their heirs, successors, personal representatives and assigns.