

COMPARED

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 25th, day of January, A. D., 1909, by and between Guardian of Earl C. Russell, J. W. Russell, a minor, of.....County of Tulsa, State of Oklahoma, party of the first part and Levi Smith, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar, to ...in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said party of the second part, to be paid, kept and performed, has granted, demised, leased and let and by these presents do grant, demise, lease and let unto the said party of the second part, his heirs, administrators, executors, successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines and building tanks, stations and structures thereon to take care of said products, all that certain tract of land situated in ^{the} town of Red Fork, County of Tulsa, State of Oklahoma, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State; bounded substantially as follows:

NE/4 of NE/4 of Section 27, Township Nineteen (19) North, Range Eleven (11) East, Reference herein had to confirmatory order of the Probate Court for Tulsa County, Oklahoma, made on January 25th, 1909 herein and recorded on Feb. 1, 1909, on page 126, Book 51, ___Record, Register of Deeds Office, Tulsa, County, Oklahoma, containing 40 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil and gas, or either of them is produced from said land by the party of the second part, his heirs, administrators, executors, successors or assigns.

In consideration of the premises the said party of the second part covenants and agrees:

1st. To deliver to the credit of the party of the first part, his heirs, administrators, executors and assigns, free of cost, in the pipe line to which party of the second part may connect his wells, the equal 1/8 part of all oil produced and saved from the leased premises:

2nd. To pay \$37.50 Dollars each three months in advance for the gas from each and every gas well drilled on said premises, the gas from which is marketed and used off the premises, while the gas from said well is so marketed and used.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. And further to complete a well on said premises within three (3) months from the date hereof, or pay at the rate of \$10.00 Dollars, quarterly in advance, for each additional three months such completion is delayed from the time above mentioned for the completion of such well until a well is completed; and it is agreed that the completion of such well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this lease. Such payments may be made direct to the lessor or deposited to his credit in the American National Bank, Sapulpa, Okla.

First part...to have gas free for fuel and light in the dwelling on said premises by making....own connections to any well thereon.

It is agreed that second party...to have the privilege of using sufficient water, ^{oil} and gas from said premises to run all machinery necessary for drilling and operating thereon/ and at any time to remove all machinery and fixtures placed on said premises; and further upon the payment of ten dollars, at any time, by the party of the second part, his ^{oil} administrators, executors, successors and assigns, to the party of the first part, his heirs, executors, administrators and assigns, said party of the second part, his heirs, administrators, executors, successors and assigns, shall have the right to surrender this lease for cancellation/ after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease become absolutely null and void.