

OIL AND GAS LEASE.

THIS LEASE, Made this 22nd, day of December, A. D., 1908 by and between Lucinda ^oRobertson Lewis, and George Lewis, her husband of Tulsa, County, of Oklahoma, of the first part, and Ed Smittle of Tulsa County, Oklahoma, of the second part.

WITNESSETH, That the said parties of the firstpart, in consideration of \$20.00 in hand paid, the receipt of which is hereby acknowledged, and the stipulations, rents and covenants hereinafter contained, on the part of the said party of the secondpart, his heirs, executors, administrators, successors and assigns, to be paid, kept and performed, has granted, demised and let unto the said party of the secondpart, his heirs, executors, administrators, successors and assigns, for the sole and only purpose of drilling and operating for petroleum oil and gas for the term of five years, or as long thereafter as oil or gas is found in paying quantities, all that certain tract of land, situated inthe County of Tulsa, State of Oklahoma and particularly described as follows, to wit:

The West One-Half of the S, East $\frac{1}{4}$ of the N. W. Q of Sec (16), Township 20 north, Range 13 E containing 20 acres more or less, the party of the 2nd part covenant and agrees with the parties of the 1st part to pay them \$150.00 as bonus money, the receipt of \$20.00 as acknowledged as above, and the remaining \$130.00 to be paid on or before the 18th, day of February 1909, otherwise this lease to be void, containing 20 acres, more or less; excepting and reserving therefrom 200 feet around the buildings on said premises, upon which there shall be no wells drilled; the boundaries of which shall be designated by the said parties of the first part.

The said second party hereby agrees, in consideration of the said lease of the above described premises to give said first parties one-eighth royalty share of all the oil or mineral produced and saved from said premises, except that used for operating purposes on the premises, and the sum of ^{One Hundred and Fifty,} \$150.00/Dollars per annum for each and every gas well drilled on the premises herein described and while gas is piped and sold from the same off the premises. The said second party agrees not to unnecessarily disturb growing crops thereon, or the fences. And to pay all damages done to crops and fences.

The said second party is hereby granted the right to enter upon the above described premises at any time for the purpose of mining or drilling and the right of way to and from the place of operation or drilling and the right to lay pipe lines for the purpose of conveying or conducting water, steam, gas or oil over and across said premises and also the right to remove at any time any and all machinery, oil well supplies or appurtenances of any kind belonging to said second party.

Said parties are to have a lien on all oil and machinery on said leased premises to secure them for their share of royalty and damages that might occur. The said party of the second part agrees to commence and complete one well within one year from the date hereof (unavoidable accidents and delays excepted), and in case of failure to commence and complete one well within such time, the party of the second part hereby agrees to pay thereafter to the parties of the first part for any further delay the sum of \$100.00 Dollars, per annum as follows: \$50.00 every 6 mo., as a rental on the same thereafter until a well is commenced or the premises abandoned, payable at Bank of Commerce, Tulsa, Okla., and the parties of the first part hereby agree to accept such sum as full consideration and payment for such yearly delay until one well shall be commenced, and a failure to commence one well or to make any of such payments within such time and such place as above mentioned, renders this lease null and void, and neither party hereto shall be held to any accrued liability, otherwise to remain in full force and virtue. It is understood by and between the parties hereto that the terms of this lease shall extend to and be binding upon their heirs, executors, administrators, successors and assigns.