

COMPAED

OIL AND GAS LEASE.

IN CONSIDERATION OF THE SUM OF \$180.00 Dollars, the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned, Lewis H. Rogers of Collinsville, Okla., hereinafter referred to as the Lessor, hereby grant unto The Pearl Oil and Investment Company, of Collinsville, Okla., hereinafter referred to as the lessee:.....heirs, successors and assigns, all the oil and gas in and under the following described premises, together with the exclusive right to enter thereon at all times for the purpose of drilling and operating for oil, gas or water, and to erect, install and maintain all buildings and structures, machinery and appliances, and ^{lay} all pipes necessary for the production, storage and transportation of oil, gas or water upon and from said premises. Excepting and reserving however, to the lessor the one Eighth (1/8) part of all oil produced and saved from said premises, to be delivered in the pipe line with which the lessee, may connect its wells: namely: All that certain lot of land situate in the Township 21 County of Tulsa, in the State of Oklahoma, bounded and described as follows, to-wit:

The South East One Fourth (SE $\frac{1}{4}$) of the South East One Fourth (SE $\frac{1}{4}$) of Section Seventeen (17), Township Twenty One (21) North, Range Fourteen (14) East, same being his own allotted Land, containing Forty (40) acres, more or less.

To have and to hold the above premises for the term of five (5) years, and so long thereafter as oil or gas is found on said premises in paying quantities.

If gas only is found the lessee agrees to pay at the rate of One Hundred Dollars (\$100.00) each year, payable quarterly, for the product of each well while the same is being sold off the premises, and the lessor to have gas free of cost at the well to heat all stoves, and for lights in one dwelling house on the premises during the same time, to be used at lessors risk. Provided, however, that Lessee shall first have sufficient gas for drilling and operating its wells.

And pay all damages done to growing crops by reason of the burying and removing said pipe lines.

No well shall be ^{drilled} nearer than 200 feet to the house or barn on said premises without the consent of the lessor, and no well shall occupy more than one acre.

In case no well is completed within one year from this date, unless such completion shall be prevented by unavoidable accident or delay, then this grant shall become null and void, unless the lessee shall pay to the lessor Forty Dollars, payable annually in advance, for each year thereafter during which such completion is delayed, and a failure to make such payment, by deposit in bank, or otherwise, within thirty (30) days after the same shall become due shall terminate all the rights and liabilities of both parties to this contract.

The Lessee may deposit the rental when it becomes due, in the Farmers & Merchants Bank of Collinsville, Okla., and such deposit shall be binding upon the lessor the same as if paid to him in person.

It is agreed that the lessee may drill as many wells on the above described lands as it may deem to be necessary to secure all the oil and gas therefrom.

The lessee shall have the right to use sufficient water, gas or oil to run all necessary machinery for operating wells, and also the right to remove all its property at any time.

It is agreed and understood between the parties hereto that the Lessee may surrender this grant at any time by paying the amount then due on the same together with the additional sum of One Dollar and releasing the same of record, and thereby be released from all further liabilities.

It is understood between the parties to this agreement that all conditions between the parties hereto shall extend to their successors, heirs, executors and assigns.