

OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into this 15th, day of February, A. D., 1909, by and between Benjamin Vann, Guardian of Cullis Vann, a minor, and----- of Tulsa County Oklahoma, part of the first part, and Theodore Cox, of Tulsa, Oklahoma, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the covenants and agreements hereinafter inserted and the sum of one dollars in hand and hereby acknowledge, has granted, demised and let unto the party of the second part, his heirs and assigns, for the purpose and exclusive right of drilling and operating for and procuring oil and gas, all on the following described property, to-wit:

NW4 of NW4 of SE4 of Section 28, and N2 of NE4 of NW4 and S2 of NE4 of NW4 and N2 of SE4 of NW4 of Section 32, Township 20 North, of Range 14 East, containing 70 acres, more or less, hereby releasing and ^{waiving} dower and rights under and by virtue of the homestead exemption Laws of this State.

It is agreed that this lease shall remain in force for the term of eleven years from this date, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, his heirs, 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 first party his heirs or assigns, free of cost, in the pipe line to which he may connect----wells the equal one eight part of all oil produced and saved from the leased premises.

2d. To pay to the first part-- One Hundred and Fifty Dollars each year in advance, for the gas from each well where gas only is found, while the same is being used off the premises; and the first party to have gas free of cost to heat and light one dwelling house on said premises during the same time.

The party of the second part agrees to complete one well on said premises within one year from the date hereof, or pay at the rate of fifty cents per acre in advance, for each additional year such completion is delayed from the time above mentioned for the completion of such well until a well is completed. The above rental shall be paid to the first party in person or to the credit of the first party at the 1st National Bank of Tulsa. And it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

The party of the second part shall have the right to use oil, gas and water produced on said land, free of royalty, for drilling and operation thereon, except water from wells of first part---

When requested by the first party the second party shall bury all pipe lines, except steam lines, below plough depth.

No well shall be drilled nearer than two hundred feet of the house or barn of said premises.

Second party shall pay for damages caused by him to growing crops on said lands.

The party of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

The party of the second part, his heirs, successors or assigns, shall have the right at any time after one year on the payment of one dollar and all payable obligations then due to the party of the first part, his heirs or assigns, to surrender this lease, if not tested for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine.

All covenants and agreements herein set forth between the parties heretofore shall extend to their successors, heirs, executors, administrators and assigns.