

## OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into, this 23rd, day of January, A. D., 1909, by and between Milton Thompson, as guardian of Joseph H. Thompson, minor, 1/16 Indian Blood, party of the first part, and the Lucas Oil Company, party of the second part:

WITNESSETH:- That the said party of the first part for and in consideration of the sum of One (\$1.00) Dollar, and other good and valuable considerations 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 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, its heirs, successors or assigns, for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, all that certain tract of land situated in the County of Tulsa & Rogers, State of Oklahoma, bounded and described as follows, to-wit:

SW 1/4 of SW/4 of Section 21, and N/2 of NW/4 of NW/4 of Section 28, and NE/4 of NW/4 of NW/4 Section 27, all in Township 20 N. R. 14 E., containing 70 acres more or less.

It is agreed that this lease shall remain in force for a term of years expiring Nov. 26th 1919, 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:

1. To deliver to the credit of the first party, his heirs or assigns, free of cost in the pipe lines to which lessee may connect oil wells, the equal one-eighth (1/8) part of all oil produced and saved from the leases premises.

2. To pay to the party of the first part One Hundred Fifty (\$150.00) Dollars each year in advance for the gas from each well where gas only is found, while the same is being sold off the premises; and the first party to have gas free of cost to heat and light one dwelling house on <sup>said</sup> the premises during the same time.

3. The party of the second part agrees to commence drilling operations on the above described premises within ninety days (90) from date hereof, and continue operations thereon in a workmanlike manner until completion.

The rental shall be paid to the credit of the first party at Central Nat'l. Bank Tulsa, Oklahoma.

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 party.

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

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

The party of the second part, its heirs, successors and assigns, shall have the right at any time on the payment of One (\$1.00) Dollar and all payable obligations then due to the party of the first part, his heirs or assigns, to surrender this lease for cancellation, after which all payments and liabilities hereafter to accrue under and by virtue of its terms shall cease and terminate.

Second party agrees to pay to first party the sum of \$10.00 per year as rental on the above described premises, provided the royalty herein specified does not exceed said amount.

Second party agrees to pay all damage it causes to growing crops on said land.

All covenants and agreements herein set forth between the parties hereto shall extend