

## OIL AND GAS LEASE.

THIS GRANT, Made this 28th, day of December, A. D. 1908, by and between J. Garfield Buell and Ethel E. Buell, his wife, County of Muskogee, State of Oklahoma, parties of the first part and John F. Hayden, of Tulsa, Oklahoma, party of the second part.

WITNESSETH: That the said parties of the first part for and in consideration of the sum of Three Hundred and Twenty Dollar 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, have granted, demised, and conveyed and by these presents do grant, demise and convey unto the second party, their 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, with covenant of general warranty, all that certain tract of land situate in the Township of .....County of Tulsa, State of Oklahoma and described as follows, to - w it:

Northwest Quarter (N.W. 1/4) Sec. 13 Town 16 Range 13., containing 160 acres more or less, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

It is agreed that this grant shall remain in force for the term of 5 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, their successors or assigns. And said first parties also consent to second party selling or assigning this grant.

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

1st. To deliver to the credit of the first parties, heirs or assigns, free of cost, in the pipe line to which they connect their wells, the equal One-Eighth (1/8) part of all oil produced and saved from the premises.

2nd. To pay to the first part...One Hundred Fifty Dollars each year payable <sup>quarterly</sup> 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 parties to have gas free of cost to heat and light one dwelling house on said premises during same time.

3rd. To pay to the first parties for gas produced from any oil well and used off the premises at the rate of Twenty-Five Dollars per year, for the time during which such gas shall be so used, said payments to be made each three months in advance.

The parties of the second part agree to complete a well on said premises within one year from the date hereof, or pay at the rate of Forty Dollars 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. The above rental <sup>shall</sup> be paid to the first parties in person or to the credit of the first parties at the Oklahoma State Bank ~~Bank~~, Muskogee, Oklahoma, 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 <sup>land</sup> premises for operation thereon, except water from wells of first parties.

When requested by first parties the second party shall bury his pipe lines below plow depth.

No well shall be drilled nearer than two hundred feet to the house or barn on said premises/

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

The party of the second part shall have the right at any time to remove all property of every kind