

Given under my hand and official seal, this 19th, day of Dec. 1908.

A. B. Laffoon, Notary Public.

' (SEAL) My ~~commission~~ expires 7/8/1911.

Filed for record at Tulsa, Okla., Dec. 29, 1908, at 2 P. M.

H. C. Walkley, Register of Deeds (SEAL)

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OIL AND GAS LEASE.

IN CONSIDERATION OF THE SUM OF ONE DOLLARS, the receipt of which is acknowledged by the first party Jennie Parkhill, first party hereby grants and conveys unto C. W. Warner, of Tulsa, State of Oklahoma, second party, all the oil and gas in and under the premises hereinafter described, together with said premises for the purpose and with the exclusive right to enter thereon at all times, by himself, ^aagents, assigns or employees, to drill and operate wells for oil, gas and water, and to erect, maintain and occupy, repair and remove all buildings, telephone poles and wires, structures, pipe lines, machinery and appliances that second party may deem necessary, convenient or expedient to the production of oil, gas and water thereon, and the transportation of oil and gas on, upon and over said premises and the highways along the same, except that first party shall have the full one eighth part of all oil produced and saved on the premises, and first party agrees to accept said share of said oil as full compensation for all the products of each well in which ^{oil} ~~gas~~ is found. Said real estate and premises are located in State of Oklahoma, County of Tulsa and described as follows, to wit: The South East One Fourth of the South East One Fourth of the North West One Fourth and the North East One Fourth of the North East One Fourth of the South West One Fourth Section One, Township Twenty Two, Range Twelve, containing 20 acres, more or less, hereby releasing and ^{waiving} ~~wa~~ giving all rights under and by virtue of the homestead exemption laws of this State.

To have and to hold said premises for said purposes for the term of ten years from this date, and so long thereafter as ^{or} gas and oil is produced thereon.

It is agreed that while the product of each well in which gas only is found shall be marketed from said premises, the second party will pay to the first party therefor at the rate of One Hundred & Fifty Dollars per annum and give the first party free gas at the well for domestic purposes for dwelling house during the same time.

No well to be nearer than 250 feet of residence buildings on premises.

Second party agrees to complete a well on said premises within six months from date or pay to first party at the rate of 1.00 per acre dollars for each year thereafter the completion of said well is delayed. All moneys falling due under the terms of this grant may be paid direct to ^{xy} first party or to the credit of the first party at the Farmers & Merchants Bank, of Collinsville, Okla.

In further consideration for the payment of said sum of One Dollar, first above mentioned first party grants unto second party the exclusive option and right to release and terminate this grant or any undrilled portion thereof at any time; thereafter all liabilities of second party as to the portion released shall cease and determine:

Second party shall have the right to use sufficient gas, oil and water to drill all wells and for all purposes necessary or convenient in operating the same.

The terms and conditions of this grant shall extend to their heirs, successors and assigns.