

## OIL AND GAS LEASE.

THIS AGREEMENT, Made this Fifth day of March, A. D., 1909, between Ida P. Broyles and E. Hubert Broyles, her husband, at Mt. Sterling County, and State of Ills. party of the first part, and L. D. Savage, of Ellwood City, Pa., party of the second part.

WITNESSETH: That the party of the first part in consideration of the covenants and agreements hereinafter contained and of the sum of One Hundred and Sixty Dollars, (\$160.00), the receipt of which is hereby acknowledged, do hereby demise, let and grant unto the party of the second part all the oil and gas in and under ~~and~~ that certain tract of land situate in Eighteen Township, Tulsa County/State of Oklahoma, described as follows, to-wit:

NW  $\frac{1}{4}$  Sec. 34 T. 18 N. R. 14 E., containing One Hundred Sixty (160) acres, more or less Together with the exclusive right to enter thereon at all times for the purpose of drilling and operating thereon for oil, gas or water, and to erect, maintain and remove all buildings structures, pipes/ pipe lines and machinery necessary <sup>and</sup> convenient for the production, storage and transportation of oil, gas <sup>and</sup> water.

TO HAVE AND TO HOLD the said premises for the term of Two years from the date hereof, and as much longer thereafter as oil or gas is found in paying quantities thereon.

THE above grant is made upon the following terms:

1. The party of the second part agrees to commence operations upon said premises within twelve months from this date, or thereafter to pay <sup>to</sup> the first party an annual rental of One Hundred and Sixty Dollars, in advance, for further delay, until operations are commenced; said rental to be deposited to the credit of the party of the first part in Farmers National Bank of Tulsa, or <sup>it</sup> be paid direct to said first party; and a failure to commence <sup>such</sup> said operations, or to pay said rental, shall render this lease null and void, and neither party hereto shall be held to any accrued liability or to any damages, or be liable upon any stipulations or conditions herein contained.

2. If oil be found in paying quantities upon said premises, the second party agrees to deliver to first party, in the pipe line with which he may connect <sup>the</sup> well or wells the  $\frac{1}{8}$  part of all the oil produced or saved from said premises.

3. The party of the second part agrees to pay in yearly payments at the end of each year One Hundred and Fifty (\$150.00) Dollars, on each gas producing well, from which gas is transported or used off the leased premises, the said payment to be made direct to <sup>the</sup> first party or deposited to her credit in the Bank aforesaid.

4. The party of the first part shall have the right to use said premises for farming purposes, except such parts thereof as may be necessary for said mining operations.

5. The party of the second part shall have the right to use casing head gas from <sup>the</sup> wells of this lease for the purpose of operating said wells and wells owned by second party on other farms.

6. The second party shall pay all damages to growing crops caused by the aforesaid operations.

7. No well shall be drilled nearer than Three Hundred Feet to the buildings on said premises.

8. The second party may, at any time remove all his property and re-convey the party of the first part, or her assigns/ the premises hereby granted, and thereupon this instrument shall become null and void.

9. The second party shall have the right to erect, maintain, operate and remove all necessary pipes, pipe lines, steam, water, gas and shackle lines connecting with like lines to and from adjoining lands controlled by the second party.