

## COMPARED

## COMMERCIAL LEASE OIL AND GAS.

THIS LEASE, made this 12, day of December, 12, A. D, 1908, by and between Viola W. Bumgarner of Muskogee, Okla., of the first part, and P. Griffin, of Muskogee, Okla., of the second part

WITNESSETH: That the said party of the first part, in consideration of \$5 0.00 in hand paid the receipt of which is hereby acknowledged, and the stipulations, rents and covenants hereinafter contained on the part of the said party of the second part, her heirs, executors, administrators, successors and assigns, to be paid, kept and performed, has granted, demised and let unto the said party of the second part, her heirs, executors, administrators, successors and assigns, for the sole and only purpose of drilling and operating for Petroleum, Oil and Gas for the term of ten years or as long thereafter as oil or gas is found in paying quantities, all that certain tract of land situated in Tulsa County, State of Oklahoma, and particularly described as follows, to wit:

Subdivision: The N.W.4 of the SW4<sup>th</sup> Section 35, Township 22 North, Range ~~thirteen~~ 13 East containing 40 acres, more or less; excepting and reserving therefrom....acres around the buildings on said premises, upon which there shall be no wells drilled; the boundaries of which shall be designated and fixed by the said party of the first part.

The said second party hereby agrees in consideration of said lease of the above described premises, to give to said first party 1/8 royalty share of all <sup>oil</sup> oil or mineral produced and saved from said premises, except that used for operating purposes on the premises, delivered in tanks or pipe lines to the credit of the first part... It is further agreed that if gas alone is obtained in paying quantities, and utilized off the premises, the consideration in full to the part... of the first part shall be the free use thereof for own domestic use on the premises, and \$50.00 each for all gas wells not utilized per annum, and the sum of one hundred dollars per annum for each and every gas well drilled on the premises herein described and while utilized; payable in ninety days after the pipe line is laid. The said second party agrees not to unnecessarily disturb growing crops thereon, or the fences.

The said second party is hereby granted the right to enter upon the above described premises at any time for the purpose of mining or excavating, and the right of way to and from the place of mining or excavating, and the right to lay pipe lines for the purpose of conveying or conducting water, steam, gas or oil over and across said premises, and also the right to remove at any time any and all machinery, oil well supplies <sup>or</sup> and appurtenances of any kind belonging to said second party.

Party of the second part has a right at any time to discharge any incumbrance<sup>s</sup> on above described premises and have a lien thereon for ~~the~~ amount so paid.

Any part with an ink mark through it is null and void. All writing with a pen is legal

The said party of the second part agrees to commence one well within six months from the date of execution of this lease from the date hereof (unavoidable accidents and delays excepted) and in case of failure to commence one well within such time renders lease null and void.....(line erased) ..... dollars per annum as a rental on the same thereafter until a well is commenced or the premises abandoned, payable at ..... and the part.... of the first part hereby agree... to accept such sum as full consideration and payment <sup>for such</sup> of ~~such~~ yearly delay until one well shall be commenced, and a failure to commence one well or to make any of such payments within such time <sup>and</sup> in such place as above mentioned, renders this lease null and void, and neither party hereto shall be held to any accrued liability, otherwise to remain in full force and virtue. It is understood by and between the parties hereto that the terms of this lease shall extend to and be binding upon their heirs, executors, administrators, successors and assigns.

and I, .....wife of said lessor, in consideration of the foregoing premises,