

COMPARED

OIL AND GAS LEASE.

AGREEMENT, made and entered into the 12th, day of March, A. D., 1909, by and between George West, SR/, as the sole heir of George West, Jr. deceased, of Tulsa, Oklahoma party of the first part, and Frank O. Cavitt, party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar, to him 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 said party of the second part, to be paid, kept and performed, hereby grant, demise, lease and let unto the said party of the second part, their heirs or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, steam, water ^{gas} and shackle lines to and from adjoining lands, and of building tanks, stations and structures thereon to take care of said products, with the right of going in upon, over and across said land for the purpose of operating the same; also with the right to subdivide and release the same or any part thereof, all of the following described ^{tract of} lands situated in the County of Tulsa, and State of Oklahoma, to-wit:

SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of, of Section 22, of Township 21 North of Range 13 East of the Indian Meridian, and containing Ten acres, more or less.

It is agreed that this lease shall remain in force for the term of fifteen 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 heirs or assigns.

In consideration of the premises ~~that~~ said party of the second part covenants and agrees 1st. To deliver to the credit of the first party, his heirs or assigns, free of cost in pipe line to which they may connect their wells, the equal one twelfth of all oil produced and saved from the leased premises:

2nd. To pay to the first party his heirs or assigns Fifty Dollars, for each and every gas well drilled on said premises, the product from which is marketed and sold off the premises; said payment to be made on each well within sixty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter while the gas from said well is so used. First party to fully use and enjoy said premises for farming purposes, except such parts as may be used by second party for the purpose aforesaid, second party agreeing to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. First party to have the right and privilege of using at his own risk sufficient gas for one dwelling house on the premises from any gas well found on said described lease, he to make his own connections, and it is agreed that no well shall be drilled within-----feet of the buildings now on the premises without the consent of the first party.

IT IS PROVIDED, That this lease shall become null and void if a well is not commenced on the premises within One Year; ~~and~~ it is agreed that the commencement of such ~~a~~ well shall be and operate as a full liquidation of all ^{said} rentals under this ^{lease} provision during the remainder of the term.

IT IS AGREED, that the second party is to have the privilege of using sufficient water, oil and gas, from the premises to run all necessary machinery, and at any time to remove all buildings, machinery and fixtures placed on said premises; and further upon the payment of Fifty Dollars at any time, by the party of the second part, their heirs or assigns, or by a deposit of said sum, together with all amounts then due hereunder, in American Bank, Tulsa, Oklahoma, Bank aforesaid, said party of the second part, their heirs or assigns shall have the right to surrender this lease for cancellation, and delivery of said lease to first party in person or a deposit of the same with the money in the Bank aforesaid, shall operate as a