

CO. ED

OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into, this 11th, day of March, A. D., 1909 by and between Thomas McCarty, and ⁷⁴Nanie McCarty, his wife (McCarty Roll No. 11401), party of the first part and the Lucas Oil Company, a corporation, of Tulsa, Oklahoma, party of the second part:

WITNESSETH: That the said party of the first part for and in consideration of the sum of Two Hundred & no/100 Dollars and other valuable considerations 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, has granted, demised, leased and let, and by these presents do grant, demise/ lease and let unto the said second part--, its 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, all that certain tract of land situated in the County of Tulsa, State of Oklahoma, bounded and described as follows, to-wit:

All of Lot Two (2) and the Southeast Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$), all in Section Seven (7), Township Twenty One (21) North, Range Fourteen (14) East, containing Eighty Acres More or less, less the K. O. C. & S. S. right of way. and the West ^{one} Half ($\frac{1}{2}$) of ~~the~~ the Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Thirteen (13), Township Twenty One (21) North, Range Thirteen (13) East, containing Twenty Acres, more or less.

It is agreed that this lease shall remain in force for a term of Five (5) years, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, its heirs, successors or assigns.

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

1. To deliver to the credit of the first party, their heirs or assigns, free of cost in the pipe line to which lessee may connect oil wells, the equal one-eighth ($\frac{1}{8}$) part of all oil produced and saved from the leases premises.

2. To pay to the first party One Hundred Fifty (\$150.00) Dollars each year in advance for the gas from each well where gas only is found while the same is being ^{sold} used off the premises; and the first party to have gas free of cost to heat and light one dwelling house on ^{said} the premises during the same time.

3. The party of the second part agrees to commence drilling operations on the above described premises within one year from date hereof, or pay at the rate of One Dollar (\$1.00) per acre for each additional year such commencement is delayed from the time above mentioned.

The above rental shall be paid to the credit of the first party at Farmers and Merchants Bank Collinsville, 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 land, free of royalty, for drilling and operation thereon, except water from wells of the first party.

The party of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

The party of the second part, ^{its} his heirs, successors and assigns, shall have the right at any time on the payment of One, (\$1.00) Dollar and all payable obligations then due to the party of the first part, their heirs or assigns, to surrender this lease for cancellation ~~after~~ for which all payments and liabilities hereafter to accrue under and by virtue of its terms shall cease and terminate.