

CONTINUED

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 11th, day of March, A. D., 1909, by and between Willis Jones, Guardian of Isaac Jones, minor, and ----- of Taft, Oklahoma, part les of the first part, lessor, and J. Blair Shoenfelt, Muskogee, Oklahoma, party of the second part, lessee:

WITNESSETH: That the parties of the first part, for and in consideration of the sum of One (\$1.00) Dollar to them 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 party of the second part to be kept and performed, have granted, demised, leased and let unto the said second party, his successors and assigns for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines and of building tanks, powers, stations and ^{structures} ~~stations~~ thereon to produce and take care of said products, all that certain tract of land situate in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

SE./4 of NE./4 and SW./4 of NE./4 and S./2 of NW./4 of Section 33, Township 19 North, Range 10 East, and containing 160 acres, more or less.

It is agreed that this lease shall remain in force for the term of five 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, his successors or assigns, during minority of ward.

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

FIRST: To deliver to the credit of the first parties, their heirs or assigns, free of cost, in the pipe line to which it may connect its wells, the equal one-tenth part of all oil produced and saved from the leased premises.

SECOND: To pay to first parties 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 used off the premises; and the first parties to have gas free of cost to heat three stoves in dwelling house on said premises during the same time.

THIRD: To pay to first parties for gas produced from any oil well and used off the premises at the rate of Fifty (\$50.00) Dollars per year, for the time during which such gas shall be so used, said payments to be made each three months in advance.

The party of the second part agrees to commence a well on said premises within one year from the date hereof, or pay at the rate of 50 cent per acre per annum in advance for each additional twelve months such completion is delayed from the time above mentioned for the completion of such well until a well is completed; 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 ~~of this~~ lease.

The party of the second part shall have the right to use gas, oil and water produced on said land for his operations thereon, except water from wells of first parties.

When requested by the first party, the second party shall bury his pipe lines below plough depth.

No well shall be drilled nearer than 200 feet to the house or barn on said premises.

Second party shall pay for damages caused by it, to growing crops on said land.

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.

All payments which may ^{fall} be due under this lease may be ^{made} paid direct to legal Guardian or deposited to his credit in First National Bank of Muskogee, Oklahoma.

The party of the second part, his heirs or assigns, shall have the right at any time on payment of One (\$1.00) Dollars to the parties of the first part, their heirs or assigns,