

COMPILED

ORIGINAL OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into the 6th, day of February, A. D., 1909., by and between Mary E. Falling as Guardian of Gilbert Falling, a minor, of Estella, Oklahoma, party of the first part, and Leola Oil Company, 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 One Hundred Dollars to her 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 and conveyed, and by these presents does grant and convey unto the said party of the second part, its 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, stations and structures thereon to take care of the said products, all that certain tract of land, situate in Tulsa County, Oklahoma, to-wit:

SW. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of Section 33, Township 22, North Range 13 East, Containing ten acres, more or less, reserving, however, therefrom 100 feet around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this grant shall remain in force for the term of years ending July 28, 1924.

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

1st. To deliver to the credit of the first party, her heirs or assigns, free of cost, in the pipe line to which it may connect its wells, or in tanks at the wells, or pay the market price therefor in cash, the equal $\frac{1}{8}$ part of all oil produced and saved from these premises:

And 2nd: To pay \$150.00 per year for the gas from each and every gas well drilled on said premises; the product from which is marketed and used off the premises, said payments 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.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises.

The party of the second part further agrees that in case no well is drilled for oil or gas within 15 months from the date hereof, all rights and obligations secured under this grant and demise shall cease.. Such payments may be made direct to said Guardian or deposited to her credit in The International Bank & Trust Company, Vinita, Okla.,

It is understood that at least one well shall be commenced upon said land within one year from this date, and be completed within three months thereafter; and in case oil is found therein in paying quantities, then said company shall drill another well thereon and complete same with 9 months thereafter.

It is agreed that second party is to have the privilege of using sufficient water from the premises to run all necessary machinery, and at any time to remove all machinery and fixtures placed on said premises; and, further, upon the payment of one Dollars, at any time after giving three months notice by the party of the second part, its successors or assigns, to the party of the first part, her heirs or assigns, said party of the second part, its successors or assigns, shall have the right to surrender this grant for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this grant become absolutely null and void.

WITNESS the following signatures and seals:

WITNESS:

J. L. Haner

J. W. Orr, Vinita, Okla.

Foregoing Lease approved Feb. 6, 1909

Mary E. Falling (SEAL)

as Guardian of Gilbert Falling, a minor.

Leola Oil Co. By A. E. Aggas, Sec'y.

(CORPORATE SEAL)

Theo D. B. Frear, County Judge. (COURT SEAL)
Judge County Court of Craig County, Okla.