

## OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into in triplicate, on this 24th, day of December, A. D. , 1908, by and between Harwood Keaton as guardian of the estate of Harold A. Duff, a minor of Okmulgee, Oklahoma, party of the first part, and Eugene W. Gill, of Okmulgee, party of the second part.

WITNESSETH: That the party of the first part for and in consideration of the sum of One Hundred Dollars (\$100.00) cash bonus, in hand paid, the receipt whereof is hereby acknowledged, and the royalties, covenants, stipulations and conditions hereinafter contained, and hereby agreed to be paid, observed and performed, by the party of the second part, his heirs *does hereby demise, grant and let unto the party of the second part his heirs successors and assigns,* for a term ending December 1st, 1919 (not, however, beyond the majority of the said minor) all of the oil deposits and natural gas in <sup>and</sup> under the following described *and also said tract of land* tract of land for the purpose and with the exclusive right of operating thereon for oil and gas together with the right of way over said premises, the exclusive right to lay pipe over and upon the same, to erect and maintain thereon all machinery, buildings, powers, tanks, fixtures, and telephone and telegraph lines necessary or required in operating for oil and gas; which tract of land is situated within the county of Okmulgee, State of Oklahoma, to wit:

The Northwest Quarter of Section Thirty (30) Township Seventeen ( 17) North, and Range Thirteen (13) East, containing 160 acres, more or less.

IN CONSIDERATION OF WHICH the party of the second part hereby covenants and agrees :

1st. To deliver to the credit of the party of the first part, his heirs, successors or assigns, free of cost, in the pipe line to which said party of the second part may connect his wells, or in tanks, the equal one-eighth part of all oil produced from said premises.

2nd. To pay to the party of the first part his heirs successors or assigns, for each and every gas well drilled on said premises as follows: At the end of each quarter dating from the discovery of gas, if the gas therefrom during that period is marketed or used other than as hereinafter provided, an equal quarterly payment at the rate of Two Hundred and Fifty Dollars per year, if the gas therefrom during that period is not marketed or used other than as hereinafter provided, an equal quarterly payment at the rate of Fifty Dollars per year; said quarterly payments to be made in hand or deposited to the credit of the party of the first part in the bank hereinafter named.

In case no well be completed upon the above premises to a depth of 2,000 feet or to a sand productive of either oil or gas in paying quantities within one year from the date hereof, this lease shall become null and void and without further effect whatsoever unless the party of the second part shall pay for the delay at the rate of \$1.00 per acre in advance for each and every year thereafter during the term of this lease until a well is completed as above or this lease surrendered as hereinafter provided. Such payments may be made in hand or deposited to the credit of the party of the first part in the Citizens National Bank of Okmulgee, Oklahoma.

Party of the second part agrees to carry on operations in a workmanlike manner, to locate all wells so as to interfere as <sup>little</sup> ~~little~~ as possible with cultivation; to pay all damages done to growing crops by reason of the operations on said premises for oil and gas, including the damage resulting from the burying and removing of pipe lines, and unless with the consent of the party of the first part to locate no wells within 100 feet of any house or houses on the premises; to commit no waste on the premises and to use said premises for no purpose other than those necessary or incidental to the operation of said lease for oil and gas, and the piping, storing and removing of the same; to bury all oil, gas and water lines to a depth of ten inches whenever party of the first part shall so request; to surrender the premises immediately