

## OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into this 15 , day of December, 1908, by and between Byron McEvers, of Glasgow, Illinois, party of the first part, lessor, and A. L. Funk and J. H. Korndorfer, parties of the second part, lessees:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of \$120 to him in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements herein contained to be kept by the parties of the second part, <sup>and by these presents</sup> ~~has~~ granted, demised, leased and let unto the parties of the second part their heirs <sup>or</sup> assigns, for the sole and only purpose of mining and operating for oil and gas and laying pipe lines, constructing tanks, buildings and other structures thereon to take care of <sup>the</sup> said products, all that certain tract of land, situate in the County of Tulsa, State of Oklahoma, described as follows, to wit..

The Northeast Quarter of the Northwest Quarter of Section Eleven, and the East Half of the Southeast Quarter of Section Twleve, all in Township Sixteen North, Range Thirteen East, containing 120 acres, more or less.

It is agreed that this lease shall remain in force for a term of fifteen years from this date, and as long thereafter as oil or gas, or either of them, is produced therefrom by the parties of the second part, their heirs or assigns.

In consideration of the premises the parties of the second part covenants and agree:

1st. to deliver to the credit of the first party, his heirs or assigns, free of cost, in the pipe line to which they may connect their wells, the equal one eight part of all oil produced and saved from the said premises.

2nd. To pay to the first party \$150 each year in advance for the gas from each well from which well where gas ~~only~~ is found where the same is being used off the premises, and the first party shall have gas free of cost to heat stoves in one dwelling house on said premises during the same time.

The parties of the second part agree to commence a well on said premises within one year from the date hereof or pay at the rate of one dollar per year per acre in advance for each additional twelve months the completion of said well is delayed from the time above mentioned 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 lease.

The parties of the second part shall have the right to use <sup>gas,</sup> oil and water produced on said lands for their operations thereon.

When requested by the first party, the second part shall bury their pipe lines below plow depth.

No well shall be drilled nearer than 100 feet to the house or barn on said premises.

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

The parties 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 casings.

All payments which may fall due under this lease ~~may be made~~ direct to Byron McEvers, or be deposited to his credit in the Frost and Hubbard Bank, at Winchester, Illinois.

The parties of the second part their heirs or assigns, shall have the right at any time on the payment of One Dollar to the party of the first part, his heirs or assigns, to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine.

All covenants and agreements herein set forth between the parties hereto shall extend to their heirs, executors, administrators and assigns.