

## OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into this 23<sup>rd</sup> day of March 1909, by and between D. F. Leerskov, Guardian of Belle Caudrey, a minor of the age of 10 years, of Tahlequah, County of Cherokee, State of Oklahoma, party of the first part, and W. P. Payne of Claremore, Oklahoma, party of the second part:

WITNESSETH: That the party of the first part, in consideration of One Dollars, the receipt whereof is hereby acknowledged, and the covenants hereinafter contained on the part of the said party of the second part, does hereby grant, demise and let unto the said lessee, all the oil and gas in and under the following described tract of land, with covenant for the lessee's quiet enjoyment of the term, and that lessor has the right to convey the said premises to the said lessee; together with the exclusive right unto the lessee to operate and drill for petroleum and gas, to lay and maintain pipe lines, to erect and maintain telegraph and telephone lines and buildings convenient for such operations, and the right to use water and gas from said lands in operating same, and right of way over same for any purpose, and right of ingress egress and regress for such purposes, and of removing either during or sixty days after the term hereof, any property or improvements except buildings placed or erected in or upon said land by said lessee, and the right of sub-dividing or releasing subject to the approval of County Court, all or any part of that tract of land situated in the County of Tulsa, and State of Oklahoma, and described as follows, to-wit:

E/2 of SE/4 of SE/4 and NW/4 of SE/4 of SE/4 of Section 2, Township 20 N., Range 12 East of the Indian Base and Meridian, and containing 30 acres more or less, and being the Homestead allotment of said minor. Containing 30 acres more or less.

TO HAVE AND TO HOLD unto and for the use of the lessee for the term of eight years from the date hereof, and as much longer as oil or gas is produced in paying quantities, yielding to the lessor the one-tenth part of all oil produced and saved from the premises, delivered free of expense into tanks or pipe lines to the lessor's credit. Should a well be found producing gas only, then the lessor shall be paid for each such gas well at the rate of One Hundred & Fifty Dollars for each year so long as the gas is marketed and sold therefrom, payable quarterly while so marketed. And if gas is not sold shall securely cap each well or pay same as if gas is sold. Lessee agrees to complete a well on said premises within One year from the date hereof, or pay the lessor the sum of One Dollar per acre per annum quarterly in advance until said well is completed or this lease surrendered. And the drilling of such well, productive or otherwise, shall be full consideration to the lessor for grant hereby made to lessee with the exclusive right to drill one or more additional wells on the premises during the term of this lease. No well is to be drilled on the lands hereby leased within 200 feet of the buildings now on the said premises without the consent of both parties in writing. Lessor may, if any well or wells on said premises produce sufficient gas, have gas for domestic uses for one family the lessor paying for connections at such points as may be from time to time designated by the lessee, same being done at the risk and expense of the lessor. It is further agreed that the second party shall have the right at any time after, in good faith, drilling one well on the above described premises, or making satisfactory showing that the land herein leased is non-oilproducing land, by giving notice in writing to the lessor, that within ten days after the delivery of said notice to the lessor, to the effect that lessee will make application to the Probate Court to have said lease annulled. The lessee may keep this lease in full force and effect by paying one dollar per acre per annum, payable in advance. In the event the lessee desires this lease cancelled he shall obtain an order of the County Court to the effect, pay all accrued costs on account of said lease, and pay all existing obligations by virtue of the pro-