

OIL AND GAS LEASE.

THIS AGREEMENT, Made this 25, day of November A/D. 1908, between Earl W. Bussey, a minor by his guardian F. M. Bussey, of Collinsville, Oklahoma, party of the first part, hereinafter designated as lessor, and The Henry Oil Company, of Chicago, Illinois, party of the Second part, hereinafter designated as lessee:

WITNESSETH: That the lessor for and in consideration of the covenants and agreements hereinafter contained and the sum of Two Hundred and One & 00/100 Dollars (\$201.00) the receipt of which is hereby acknowledged, does hereby demise, let and grant unto the lessee all the oil and gas in or under all that certain tract of land situated in Township, Tulsa County, State of Oklahoma, described as follows, to-wit:

The NE. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of Section 9, Township 21 North, Range 14 East, and the NE. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of Section 4, Township 21 North, Range 14 East of the Indian Meridian and containing Twenty (20) acres, more or less.

TOGETHER WITH the exclusive right to enter upon at all times for the purpose of drilling and operating thereon for oil, gas or water and to erect, maintain and remove all buildings structures, pipes, pipe lines and machinery necessary or convenient for the production, storage and transportation of oil, gas or water.

TO HAVE AND TO HOLD the said premises for a term of years ending March 7, 1924.

THE ABOVE GRANT IS MADE UPON THE FOLLOWING TERMS:

1. The lessee agrees to commence operations upon said premises within one year from this date or thereafter to pay to the lessor an annual rental of One Dollar per acre in advance for further delay until operations are commenced. Said rentals to be deposited to the credit of the lessor in First National Bank of Collinsville, Oklahoma, or to be paid direct to said lessor, and a failure to commence said operations or to pay said rental shall render this lease null and void and neither party hereto shall be held to any accrued liability or to any damages or be liable upon any stipulations or conditions herein contained.

2. If oil be found in paying quantities upon said premises the lessee agrees to deliver to lessor in the pipe line with which he may connect well or wells the one eighth part of all the oil produced or saved from said premises:.

3. The lessee agrees to pay in annual payments at the end of each year Two Hundred Dollars (\$200.00) on each gas producing well, during the time only when utilized. No rental to be paid while gas well is capped or closed in or not utilized.

The lessor to have the free use of gas at the wells for domestic purposes in their residence on these premises.

4. The lessor shall have the right to use said premises for farming purposes except such part thereof as may be reasonably necessary for said mining operations. The lessee to have a credit of any drilling penalty paid in advance for failure to drill within one year, pro-rated and credited on the unexpired period, on the stipulated royalties for gas wells sued, that is to say the rentals of One Dollar per acre shall cease immediately upon commencing ^{operations} to drill a well.

5. The lessee shall have the right to use oil or gas from the wells on this lease for the purpose of operating said wells, ^{or} (for test purposes) owned by lessee on other farms.

6. The lessee shall pay all damages to growing crops caused by aforesaid operations.

7. No well shall be drilled nearer than 200 feet to the buildings on said premises, except by consent of the lessor. This lease is made under a Confirmatory Order of the Probate Court of Nov. 25, 1908, Recorded in Book 52, Page 291, Recorder of Deeds Office.

8. The lessee shall have the right to erect, maintain, operate and remove all necessary pipes,