

OIL AND GAS MINING LEASE.

THIS AGREEMENT, Made this 28th, day of August, 1908, by and between James H. Thomas, guardian of Viola B. Thomas, George H. Thomas, Arvol V. Thomas, Theron T. Thomas, and Gladys M. Thomas, minors, party of the first, and R. W. Thomas, party of the second part:

WITNESSETH: That the party of the first part for Four Hundred (\$400.00) Dollars cash in hand paid, the receipt whereof is hereby acknowledged, and other good and valuable considerations, and in further consideration of the covenants and agreements hereinafter mentioned, has granted, demised, leased and let unto the party of the second part, his heirs and assigns all the oil and gas in and under that certain tract of land hereinafter described, and also ^{also} the said tract of land for the purpose and with the exclusive right of drilling and operating for said oil and gas, which said tract of land is situated in Tulsa County, State of Oklahoma, and described as follows, to-wit.

South One Half of the Southwest Quarter of the Northeast Quarter of Section twenty Four (24), Township Twenty (20) North, Range Twelve (12) East.

The party of the first part grants the further privilege to the party of the second part his heirs and assigns of using sufficient water and gas from the said premises necessary ^{to operate thereon and all rights and privileges incident} or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time machinery and fixtures placed on the premises by said lessee.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part, his heirs and assigns for the term of five years and as much longer as oil and gas are found ^{and produced} in paying quantities thereon.

IN consideration whereof the said party of the second part agrees to pay to said party of the first part as royalty the sum of Twelve and one-half (12- $\frac{1}{2}$) per cent of the gross proceeds on the leased premises of all crude oil extracted from the said land, such payment to be made at the time of the sale or disposition of the oil; and should gas be found on said premises in paying quantities the second party agrees to pay One HUNDRED and Fifty (\$150.00) Dollars yearly in advance for the products of each gas well while the same is being sold off the premises. And first party shall have free use of gas for domestic purposes by making his own connections for such gas at the well at his own risk and expense.

Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises, and to pay for all damage to growing crops caused by said operations.

PROVIDED, However, that if a well is not drilled on said premises within twelve months from the date hereof, then this lease and agreement shall be null and void, unless the party of the second part within thirty days after the expiration of the time above mentioned for the drilling of a well, shall pay an annual rental of \$1.00 per acre, until a well is drilled thereon or until this lease is cancelled as hereinafter provided.

And it is agreed that the completion of a well shall be and operate as a full liquidation of the rentals under the above provision during the remainder of this lease. All rentals and other payments may be made directly to the said party of the first part or may be deposited to his credit at the Bank of Commerce, Tulsa, Oklahoma, when the same are due.

And further, upon the payment of \$1.00 at any time after the first year by the party of the second part, his heirs or assigns, to the party of the first part, his successors or assigns, said lessee shall have the right 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, and this lease become absolutely null and void.

All the conditions between the parties hereto shall extend to and apply to their respective heirs, successors and assigns.