

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 27 day of April A. D. 1909, by and between C. H. Rogers and Mary V. Rogers, his wife, party of the first part, both of Tulsa County, Oklahoma and Henry W. Perryman, of Tulsa County, Oklahoma, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of \$25.00 in hand well and truly paid by the said party of the second part, the receipt ^{of which} ~~whereof~~ is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the ^{paid} party of the second part, to be paid, kept and performed, hereby grant, demise, lease and let unto the said party of the second part, their heirs and assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, steam, water, gas and shackle lines to and from adjoining lands, and of building tanks, stations, and structures thereon to take care of said products, with the right of going in upon, over and across said land for the purpose of operating the same; also the right to subdivide and release the same or any part thereof, all of the following described tracts of land situate in the Cherokee Nation, and within Tulsa County, Oklahoma:

The South East Quarter of the North West Quarter and the South East Quarter of the North East Quarter of the Northwest Quarter of Section 11 of Township 22, North of Range 12 East of the Indian Meridian and containing Fifty 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 party of the second part, their heirs or assigns.

IN CONSIDERATION OF THE PREMISES, the said party of the second part covenant and agree:

1st: To deliver to the credit of the first party, their heirs or assigns, free of cost, in pipe line to which they may connect their wells, the equal one-eighth, of all oil produced and saved from the leased premises.

2nd: To pay to first part-- their heirs or assigns One Hundred and Fifty Dollars Dollars, per year for the gas from each and every gas well drilled on said premises, the product from which is marketed and sold off the premises, said payment to be made on each well within sixty days after commencing to use the gas therefrom as aforesaid, and to be paid yearly thereafter while the gas from said well is so used. First party to fully use and enjoy said premises for farming purposes, except such parts as may be used by second party for the purpose aforesaid, second party agreeing to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. First party to have the right and privilege of using at his own risk sufficient gas for one dwelling house on the premises from any gas well found on said described lease, he to make his own connections, and it is agreed that no well shall be drilled within 300 feet of the buildings now on the premises without the consent of the first party.

IT IS PROVIDED, that this lease shall become null and void if a well is not commenced on the premises within 6 months, or unless the lessee shall pay \$1.00 per acre for each additional year commencement is delayed; and it is agreed that the commencement of such well be and operate as a full liquidation of all said rentals under this lease during the remainder of the term.

IT IS AGREED, That the second party is to have the privilege of using sufficient water, oil and gas, from the premises to run all necessary machinery, and at any time to remove all buildings, machinery and fixtures placed on said premises. Rentals to be paid at the First Nation Bank of Tulsa, Okla., Said party of the second part, their heirs or assigns shall have the right to surrender this lease for cancellation, within three days after payment of rentals have become due and remain unpaid.