

OIL AND GAS LEASE.

THIS AGREEMENT AND LEASE, Made and entered into the third day of May A. D. ,1909, by and between A. G. W. Sango, Postoffice address Muskogee, Oklahoma, of Porter Township, County of Muskogee, and State of Oklahoma, Lessor and Richard D. Tzacie, Lessee.

WITNESSETH: That the said lessor for and in consideration of the sum of One Dollar, in hand well and truly paid by the lessee, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the lessee, his heirs or assigns, all the oil and gas in and under the following described tract of land; also the said tract of land for the sole and only purpose of entering upon, operating thereon and removing therefrom said oil and gas, for the term of ten years from date, and as much longer as oil or gas is produced thereon, with the right to use oil, gas or water therefrom, and all rights and privileges necessary or convenient for such operation, also the right to remove at any and all property, pipes and improvements placed or erected in or upon said land by the lessee. Said land being all that certain tract of land situated in.....Township.....County, State of Oklahoma, bounded and described as follows, to-wit:

SE.2.50 A. of the SW. 9.89 A. of Lot 1, Sec. 19; W/2 of SW/4 of NE/4 of Sec.5, T. 17 N., R. 13 E., S/2 of NW/4; and NW/4 of NW/4 of SE/4; and the NW/4 of NE/4 of NW/4 of SE/4 Sec. 29 T. 16 N., R.11 E. Also E/2 of SE/4 of SW/4; -E/2 of SE/4 of SW/4; NW/4 of SW/4 of SE/4 of Sw/4 of Sec. 32, T. 18 N., R.13 E.; W 4.89 A., of sw 9.89 A., of Lot 1, and the Ne 2.50 A. of the SW 9.89 of Lot 1, of Sec. 19, T. 17 N., R. 13 E.
Section.....township.....Range..... of the Indian Meridian, containing One Hundred and Fifty Four and 89/100 Acres, more or less.

In consideration of the premises the said lessee covenants and agrees.

First- To deliver to the credit of the lessor or lessors, his heirs or assigns, free of cost, into tanks or pipe lines to which he may connect wells, the equal one-eighth part or share of all the oil produced and saved from the leased premises.

Second- To pay to the lessor One Hundred Dollars each year in advance for the gas from each well where gas only is found, while the same is being sold off the premises and the lessor to have gas free of cost at his own risk for one dwelling house on said premises during the same time, to be used economically.

Third; The lessee agrees to commence drilling a well on said premises within 6 months from date hereof, or pay one dollars per acre for each additional year such commencement of drilling is delayed from the time above mentioned for commencing the drilling of such well until a well is commenced.

Fourth; The lessee further agrees to bury pipe lines for oil in cultivated fields below plow depth when requested to do so by lessor, and to pay for damage done to growing crops while drilling.

Fifth:- The lessee agrees not to drill any wells within 250 feet of any buildings on said premises without the written consent of the lessor.

FURTHERMORE the lessor hereby release and waive all rights under and by virtue of the homestead exemption laws of this state as they may effect said premises. And the lessor also consent to the lessee selling or disposing of said lease.

FURTHERMORE, it is mutually agreed by and between the parties hereto that the lessee shall have the right to use gas, oil and water produced on said land for its operations thereon or other lands near said lease except water from wells of lessor.