

OIL AND GAS LEASE.

THIS AGREEMENT, Made on this 13th, day of February 1909, by and between Douglas Perryman, Guardian of the estate of Perry Douglas, a minor, of Muskogee, Oklahoma, party of the first part, and John F. Lawrence of Tulsa, Oklahoma, party of the second part, WITNESSETH

The said party of the first part in consideration of the sum of One Hundred and Sixty (\$160.00) Dollars in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, 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 of the oil and gas in and under that certain tract of land hereinafter described, and 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:

The East One Half of the Northeast Quarter, and the North One Half of the Southeast Quarter of Section Twenty One (21), Township Nineteen (19) North, Range Twelve (12) East, containing 160 acres, more or less. But no well shall be drilled within one hundred feet of the buildings on said premises except by the consent of both parties.

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

TO HAVE AND TO HOLD said premises unto the party of the second part, his heirs and assigns with the right to sublet and subdivide for a term expiring nine(9) years from the date hereof.

In consideration whereof the said party of the second part agrees to deliver to party of the first part in tanks or pipe line the one-eighth part of all oil produced and saved from the leased premises, and should gas be found in paying quantities second party agrees to pay One Hundred and Fifty Dollars yearly in advance for the product from each gas well while the same is being sold off the premises, and if the product from such gas well is not used and marketed off the premises the lessee shall pay Fifty Dollars yearly in advance therefor if the lessee shall desire to retain the gas producing privileges under this lease; the first party shall have the 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 damages to growing crops caused by such operations.

Provided, however, that if a well is not drilled on said premises within one year from the date hereof, then this lease and agreement shall be null and void unless the party of the second part within each and every year after the expiration of the time mentioned for the drilling of a well shall pay a rental of One Dollar per acre, payable quarterly in advance 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 all rental under this provision during the remainder of this lease. All rentals and payments may be made direct to the party of the first part or may be deposited to his credit at the First National Bank at Tulsa, Oklahoma; and a failure on the part of the second party to comply with the terms of this covenant by either commencing a well within the time aforesaid or paying said rental, shall render this lease and agreement null and void, and all rights, claims and demands of any kind or nature or of any and all parties hereto shall thereupon cease, determine