

my nototial seal this 18 day of Nov. 1909.

E. B. Huston, Notary Public. (SEAL)

My commission expires May 29, 1910.

Filed for record at Tulsa Nov. 19, 1909 at 2:20 O'clock P.M.

H.C. Walkley, Register of Deeds (SEAL)

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OIL AND GAS LEASE.

COMPARED

IN CONSIDERATION, of the sum of One Dollar the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained S.M. Abbott and his wife R.B. Abbott, first party, hereby grant unto A. W. Lucas second party, successors and assigns, all the Oil and Gas in and under the following described premises, together with the right to enter thereon at all times for the purpose of drilling and operating for oil gas or water, to erect, maintain and remove all buildings, structures, pipes, pipe lines, and machinery necessary for the production and transportation of oil gas or water.

PROVIDED, That the first party shall have the right to use said premises for farming purposes except such part as is actually occupied by second party: namely, A lot of land situated in the Township of----- County of Tulsa in the State of Oklahoma, described as follows, viz: SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  Section number 1, Township Number 22, Range Number 12, containing 10 acres, more or less.

THE ABOVE WAS MADE ON THE FOLLOWING TERMS:

1st. Second party agrees to drill a well upon said premises within six months from this date, or thereafter pay to first party Ten \$10.00 Dollars annually until said well is drilled or the property hereby granted is conveyed to the first party.

2nd. Should Oil be found in paying quantities upon the premises, second party agrees to deliver to first party in tanks or in the pipe lines with which it may connect the wells, the one eighth part of all the oil produced and saved from said premises.

3rd. Should gas be found, second party agrees to pay to first party One Hundred Fifty Dollars annually for every well from which gas is used off the said premises.

4th. The first party shall be entitled to enough Gas free of cost for domestic use in the residence on said premises as long as second party shall use Gas off said premises under this contract, but shall lay and maintain the service pipe at his own expense and use said Gas at his own risk. The said party of the second part further to have the privilege of excavating for water and of using sufficient water, Gas and Oil from the premises herein leased to run the necessary engines for the prosecution of said business.

5th. Second party shall bury, when requested to do so by the first party all gas lines used to conduct Gas off said premises and pay all damages to timber and crops by reason of drilling or the burying, repairing or removal of lines of pipe over the said premises.

6th. No well shall be drilled nearer than 200 feet to any building now on said premises nor occupy more than one acre.