

Filed for record at Tulsa, Okla. Dec 13, 1909 at 8 o'clock A.M.

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

COMPARED

OIL OR GAS LEASE.

IN CONSIDERATION of the sum of One (\$1.00) Dollars the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained Mary L. B. Hankins, a single person first parties hereby grant unto F.H. Hirsh 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 or gas, to erect, maintain and remove all buildings, structures, pipes, pipe lines and machinery necessary for the production and transportation of oil or gas. 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 Okl. and is described as follows, to-wit: W 15 87/100 of Lot 3 and the East 10 acres of Lot No. 3 and Lot No. 4 and the NE 10 acres of Lot No. 3 (Lot No. 3 contains 35 67/100 section number 19, Township number 22, Range number 13 East containing 72 acres more or less.

THE ABOVE GRANT WAS MADE ON THE FOLLOWING TERMS:

1st. Second party agrees to drill a well upon said premises within 6 months from this date, or thereafter pay to first party \$72.00 dollars annually in advance until said well is drilled, or the property hereby granted is conveyed to the first parties.

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 line with which it may connect the well or wells, the one-eighth (1/8) part of all the oil produced and saved from said premises.

3rd. Should gas be found, second party agrees to pay to first party \$150.00 Dollars annually for every well from which gas is used off the premises.

4th. First parties 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 of said premises under this contract, but shall lay and maintain the service pipes 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 so to do by first party, all the Gas lines used to conduct gas off said premises and pay all damages to timber and crops by reason of the ^{repairing} burying or removal of lines of pipe over the said premises.

6th. No well shall be drilled nearer than 200 feet to any building on said premises.

7th. Second party may at any time pay all rentals and royalties then due, remove all his property and re-convey the premises hereby granted, and