

And whereas under and by virtue of said order of lease, said party of the first part, on the 26th, day of April 1909, leased said real estate, for oil and gas mining purposes, subject to confirmation by said court, to said party of the second part, for the sum of Three Hundred Eighty (\$380.00) Dollars, for each well producing gas on said premises the sum of \$150.00 for each well drilled on said land producing 50 barrels of oil every twenty four hours for the first thirty days, \$17.00 additional bonus per acre, and a royalty of one eighth of all oil produced from said land.

And whereas, said Court on the 7th, day of May 1909, made an order confirming said lease and directed a conveyance to be executed to the said party of the second part, a certified copy of which order of confirmation was recorded in the office of County Recorder of the aforesaid, on the 14th, day of May 1909, at 11.30 o'clock A. M. in Book 52, at page 614, and which order of confirmation is now on file and of record in said County Court, with the said record thereof in said Recorder's office is hereby referred to and made a part of this agreement.

Now, Therefore, the said Benjamin F. Garnes, guardian of the estates of said minors, Elva May Garnes, and Orville Ivan Garnes, the party of the first part, pursuant to the order of said Court, last aforesaid, agrees as follows, to-wit:

That the said party of the first part, for and in consideration of the sum of Three Hundred Eighty (\$380.00) Dollars in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the party of the second part, to be paid, kept and performed, has granted, demised, leased and let, and by these presents, does grant, demise, lease and let unto the second party, his heirs, successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, all that certain tract of land situated in the County of Tulsa, Oklahoma, bounded and described as follows, to-wit:

Southeast Quarter of Northwest Quarter and Northeast Quarter, of Section Four (4), Township Twenty One (21) North, Range Thirteen '13' East.

It is agreed that this lease shall remain in force for the term of years expiring October 30th, 1927 and so long thereafter as oil or gas ~~for either of them~~, is produced therefrom, by party of the second part, his heirs, successors or assigns,

In consideration of the premises the party of the second part covenants and agrees

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

2- To pay to first party \$50 Dollars each year in advance, for the gas from each well where gas only is found, while the same is being used off the premises; and the first party to have gas free of cost to heat and light one dwelling house on said premises during the same time.

The party of the second part agrees to commence drilling a well on said premises within thirty days from the date hereof, or pay at the rate of Ten (\$10.00) Dollars per month in advance for each additional month such commencement is delayed from the time above mentioned. The above rental shall be paid to the first party in person or to the credit of the first party at the Central National Bank of Tulsa, Oklahoma, and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.