

"ORIGINAL"

OIL AND GAS LEASE.

This Grant, Made this 18th, day of June A. D. 1909, by and between Homer L. Smith, Guardian of Bonnie K. Smith, a minor, of Owasso, County of Tulsa, State of Oklahoma, party of the first part, and Admiral Oil Company, a corporation, parties of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar in hand well and truly paid by the parties 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 and conveyed, and by these presents does hereby grant, demise and convey unto the second party, their heirs successors and 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, with covenant of general warranty, all that certain tract of land situated in the Township of County of Tulsa, State of Oklahoma, and described as follows, to-wit:

SW4 of SW4 of SE4 of Sec. 20 Town 21, Range 14; NE4 of SE4 of SE4 of Sec. 29, Town 21, Range 14; S2 of SE4 of SE4 of Sec. 29, Town 21, Range 14; N2 of NE4 of SW4 of Sec. 28, Town 21, Range 14. Containing 60 acres, more or less, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

It is agreed that this lease shall remain in force for the term of ten years or during minority of ward, from this date, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, their successors or assigns. And said first party also consents to second parties selling or assigning this grant.

In consideration of the premises there said parties of the second part covenants and agrees:

1st. To deliver to the credit of the first party, his heirs or assigns, free of cost in the pipe line to which they connect their wells, the equal one eighth (1/8) part of all oil produced and saved from the premises.

2nd. To pay to the first party One Hundred and Fifty Dollars each year, payable quarterly 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.

3rd; To pay to the first party for gas produced from any oil well and used off the premises at the rate of Twenty Five Dollars per year, for the time during which such gas shall be so used, such payments to be made each three months in advance.

The party of the second part agrees to complete a well on said premises within twelve months from the date hereof, or pay at the rate of one dollar an acre quarterly in advance, for each additional twelve months such completion is delayed from the time above mentioned, for the completion of such well. The above rental shall be paid to first party in person or to the credit of the first party at the Bank, 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.

The party of the second part shall have the right to use oil, gas and water produced on said premises for operation thereon, except water from wells of first party.

When requested by first party the second party shall bury all pipe lines below plough depth.

No well shall be drilled nearer than two hundred feet to the house or barn on said premises.