

## OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 20th, day of July A. D., 1909 by and between A. H. Collins, of Tulsa County, Oklahoma, party of the first part, and B. L. Hart, of Henry County, Missouri, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Dollar to him 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 said party of the second part, to be paid, kept and performed, has granted, and conveyed, and by these presents does grant and convey unto the said party of the second part, his successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines and of building tanks, stations and structures thereon to take care of said products, all that certain tract of land, situate in Tulsa County, Oklahoma, to-wit:

Lot 3 Section 1, Township 20 N., Range 12 E., Containing 40.37 acres, more or less reserving however therefrom 100 feet around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this grant shall remain in force for the term of fifteen years 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, his successors or assigns.

IN CONSIDERATION OF THE PREMISES the said party 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 it may connect its wells, or in tanks at the wells, or pay the market price therefor in cash, the equal 1/10 part of all oil produced and saved from these premises: and,

2nd: To pay fifty dollars per year for the gas from each and every well drilled on said premises; the product from which is marketed and used off the premises, said payments to be made on each well within sixty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter while the gas from said well is so used.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises.

The parts of the second part further agree that in case no well is drilled for oil or gas within five years from the date hereof, all rights and obligations secured under this grant and demise shall cease upon three months notice in writing being served by the party of the <sup>first</sup> ~~second~~ part, unless the party of the second part shall elect from year to year to continue this grant and demise in force as to any and all portions of the premises by paying in advance an annual rental of \$ 10 cents per acre for all of said lands or such portion thereof as the party of the second part may designate, until a well is drilled, provided that, upon the completion of said well, the above provided for rentals shall cease. Such payments may be made direct to A. H. Collins, or deposited to his credit in Citizens Bank of Windsor, Mo.

It is agreed that the second party is to have the privilege of using sufficient water from the premises to run all necessary machinery, and at any time to remove all machinery and fixtures placed on said premises; and, further, upon the payment of One Dollars, at any time after giving three month's notice by the party of the second part, his successors or assigns, to the party of the first part, his heirs or assigns/ said party of the second part, his successors or assigns shall have the right to surrender