

ecuted the same for the consideration and purposes therein set forth as his free, voluntary act and deed.

WITNESS my hand and seal as such Notary Public, the year and day last above mentioned

Henry Elliott, Notary Public.

(SEAL) My commission expires Aug. 17, 1908.

Filed for record at Tulsa, Okla., Aug. 4, 1909, at 11.30 o'clock A. M.

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

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OIL AND GAS LEASE.

THIS LEASE, Made this 24 day of June, A. D. 1909, by and between J. A. Budd, of the first part and G. E. R. Kinnear, of the second part.

WITNESSETH; That the said part of the first part, in consideration of \$ one Dollar in hand paid, the receipt of which is hereby acknowledged, and the stipulations, rents and covenants hereinafter contained on the part of the said party of the second part, heirs, executors, administrators, successors and assigns, to be paid, kept and performed has granted, demised, and let unto the said party of the second part, heirs, executors, administrators, successors and assigns, for the sole and only purpose of drilling and operating for petroleum Oil and Gas for the term of six months, years, or as long thereafter as oil or gas is found in paying quantities, all that certain tract of land, situated in the County of Tulsa, State of Oklahoma, and particularly described as follows to-wit: NE. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ of Sec. 14 Township 19, Range 14, containing forty acres more or less, excepting and reserving therefrom---- feet around the buildings on said premises upon which there shall be no wells drilled; the boundaries of which shall be designated and fixed by the said part-- of the first part.

The second party hereby agrees, in consideration of the said lease of the above described premises, to give said first party $\frac{1}{6}$ royalty share of all the oil or mineral produced and saved from said premises, except that used for operating purposes on the premises, and the sum of One Hundred Dollars, per annum for each and every gas well drilled on the premises herein described and while gas is piped and sold from the same off the premises. The said party agrees not to unnecessarily disturb growing crops thereon or the fences.

The said second party is hereby granted the right to enter upon the above described premises at any time for the purpose of mining or drilling and the right of way to and from the place of operation or drilling and the right to lay pipe lines for the purpose of conveying or conducting water, steam, gas or oil of said premises and also the right to remove at any time any and all machinery, oil well supplies or appurtenances of any kind belonging to said second party. Party of the first part to have free gas for light and heat at well.

The said party of the second part agrees to complete one well in six months from the date hereof (unavoidable accidents and delays excepted), and in case of failure to commence one well within such time, the party of the second part hereby agrees to pay thereafter to the part--- of the first part for any further delay the sum of ---- dollars per annum as rental on the same thereafter until a well is commenced or the premises abandoned, payable at----- and the part-- of the first part hereby agree to accept