

OIL AND GAS LEASE.

THIS AGREEMENT, Made this 29th, day of July A. D., 1909, between F. G. Keith, of Tulsa County, and State of Oklahoma, party of the first part, and Edgar W. Clark of Kansas City, Mo., party of the second part.

WITNESSETH, That the party of the first part, in consideration of the covenants and agreements hereinafter contained and of the sum of One Dollars (\$1.00), the receipt of which is hereby acknowledged, does hereby demise, let and grant unto the party of the second part all the oil and gas in or under all that certain tract of land, situate in -----Township, Tulsa County, State of Oklahoma, described as follows, to-wit:

W $\frac{1}{2}$ of SE. $\frac{1}{4}$ Section 17, Township 21 North, Range 13 East, Containing Eighty (80) acres, more or less, Together with the exclusive right to enter thereon at all times for the purpose of drilling and operating thereon for oil, gas and water, and to erect, maintain and remove all buildings, structures, pipes, pipe lines and machinery necessary and convenient for the production, storage and transportation of oil, gas or water.

TO HAVE AND TO HOLD THE SAID PREMISES unto the said Edgar W. Clark, his heirs and assigns for the term of 5 years from the date hereof, and as much longer as oil or gas is found in paying quantities thereon.

THE ABOVE GRANT IS MADE UPON THE FOLLOWING TERMS:

1. The party of the second part agrees to commence drilling operations upon said premises within twelve months from this date, or pay thereafter to the party of the first part an annual rental of Eighty Dollars, in advance, for further delay, until operations are commenced, said rental to be deposited to the credit of the party of the first part in Farmers & Merchants Bank of Collinsville, Okla., or to be paid direct to the said first party; and a failure to commence said operations or to pay said rental shall render this lease null and void, and neither party hereto shall be held to any accrued liability or to any damages, or be liable upon any stipulations or conditions herein contained.
2. If oil be found in paying quantities upon said premises, the second party agrees to deliver to first party, in the pipe line with which he may connect the well or wells, the One Eighth (1/8) part of all the oil produced or saved from said premises.
3. The party of the second part agrees to pay in yearly payments at the end of each year Two Hundred Dollars, on each gas producing well, from which gas is transported or used off the premises, the said payment to be made direct to the first party or deposited to his credit in the bank aforesaid.
4. The party of the first part shall have the right to use said premises for farming purposes, except such parts thereof as may be necessary for said mining operations. This lease is given in lieu and place of an oil and gas mining lease covering the same lands, executed by James F. Tyner, and recorded in the office of the Deputy Clerk of the United States Court for the Northern District of Indian Territory, and Ex-Officio Recorder at Claremore, Ind. Ter. on March 26, 1906, in Lease Record One at Page 188, which lease is hereby cancelled and rendered null and void..
5. The party of the second part shall have the right to use casing head gas from the wells on this lease for the purpose of operating said ^{and wells} owned by second party on other farms.
6. The second party shall pay all damages to growing crops caused by the aforesaid operations.
7. No well to be drilled nearer than 200 feet to the buildings on said premises.