

uses and purposes therein set forth.

WITNESS my hand and official seal, the date above written.

L. H. Taylor, Notary Public.

(SEAL) My commission expires Oct. 16, 1912.

Filed for record at Tulsa, Okla., Aug? 9, 1909, at 8 o'clock A. M.

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

OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into, this 2nd, day of June A. D., 19 09, by and between William S. Turman of Okmulgee, Oklahoma, party of the first part and J. E. Crosbie, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar, and other valuable considerations 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 doe grant, demise, lease and let unto the said party of the second part his 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, all that certain tract of land situated in the County of Tulsa, State of Oklahoma, and described as follows, to-wit:

The South Half (S/2) of the North East Quarter (NE/4) of the South West Quarter (SW/4) of Section 2, Township 17, Range 12 East.

It is agreed that this lease shall remain in force for a term of five years, and as long thereafter as oil or gas or either of them is produced in paying quantities therefrom, by the party of the second part, his heirs, successors or assigns.

IN CONSIDERATION OF THE PREMISES, the said party of the second part, covenants and agrees:

1. To deliver to the credit of the first party, his heirs or assigns, free of cost in 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 the first party, One Hundred Fifty (\$150.00) Dollars each year in advance, for the gas from each well where gas only is found, while the same is being sold 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, and pay Fifty (\$50.00) Dollars a year for each gas well drilled and capped and not utilized on said premises.

3. The party of the second part agrees to commence drilling operations on the above described premises within sixty days from date hereof, otherwise this lease is to become null and void. The second party is to pay first party One (\$1.00) Dollar per acre per year after the first year, if oil is not found in paying quantities.

The above rental and royalty shall be mailed to first party at Okmulgee, Oklahoma, and it is agreed that the completion of a well shall be and operate as a full liquidation of all rent under this lease for the first year.

The party of the second part is to drill all off-set wells.