

OIL AND GAS LEASE.

THIS LEASE, Made this 23rd, day of July A. D. 1909, by and between O. K. Eysenbach, of Tulsa, Oklahoma, party of the first part and W. W. Rains, of Little Rock, Ark., party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the covenants, stipulations and agreements hereinafter contained to be paid and performed by the said party of the second part, his heirs, executors, successors and assigns, has granted, leased and let unto the said party of the second part, his heirs, executors, successors and assigns, for the sole and only purpose of drilling and operating for oil and gas for the term of One year, or as long thereafter as oil or gas is found in paying quantities, the following described tract of land, lying and being in the County of Tulsa, State of Oklahoma, and particularly described as follows, to-wit:

The Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ less 2.48 acres St. Louis & San Francisco R. R. right-of-way and the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ all of Section Fifteen (15), Township (19) Nineteen North, Range (12) East, containing Eighty acres, more or less.

The said party of the second part hereby agrees, in consideration of the said lease on the above described premises, to pay to the party of the first part, One Thousand Dollars (\$1000.00) which shall be paid out of fifty percent of the first oil or gas produced and run from the property.

It is further agreed that the party of the second part shall commence one well on the property above described within forty five days from date hereof, and in case of failure to commence one well within such time the party of the first part may declare this lease void and the said party of the second part hereby agrees to take this lease subject in all respects to a certain Oil and gas lease executed by Pleasant Yargee to the party of the first part and to comply with all of the conditions and stipulations therein. Second party further agrees to pay the royalty of twelve and one half per cent of all the oil produced, which shall be full payment of all royalties; and to locate all wells so as to interfere as little as possible with all buildings and growing crops on the property.

Second party further agrees that he will operate any well or wells which he may drill on this lease continuously until the One Thousand Dollars has been fully paid or in the event that he fails to so operate for a period of forty five days, unavoidable accident or delay excepted, this lease shall revert to the party of the first part.

IN WITNESS WHEREOF, we, the said parties hereto, have hereunto set our hands and seals, the day and year first above written.

WITNESSED BY:	O. K. Eysenbach
J. H. Winemiller	W. W. Rains
W. E. Rohde	

ACKNOWLEDGEMENT.

STATE OF OKLAHOMA,)
) SS.
 T U L S A COUNTY.)

BEFORE ME, W. S. McCluskey, a Notary Public, in and for said County and State, on this 23rd, day of July 1909, personally appeared O. K. Eysenbach, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public, on the day last above mentioned.
 W. S. McCluskey, Notary Public.
 (SEAL) My commission expires May 20th, 1911.
 Filed for record at Tulsa, Aug. 10, 1909, at 5 o'clock P.M. H. C. Walkley, Reg. of Deeds.
 (SEAL)