

L E A S E

AGREEMENT, Made and entered into the 28th, day of July A. D. 1909, by and between George Tucker, Guardian of the Estate of George H. Tucker, minor, party of the first part and Edward C. Ryan, of Tulsa, Okla., 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, demised, leased and let unto the said party of the second part, his heirs, executors, administrators 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 all the said products, all the following described tract of land, lying and being within the --- to-wit:

The South $\frac{1}{2}$ of SW. $\frac{1}{4}$ of SW. $\frac{1}{4}$ of Section 4 and the SW. $\frac{1}{4}$ of NW. $\frac{1}{4}$ of Section 9, all in Township 20 North of Range 13 East, containing 60 acres more or less. reserving however, therefrom two hundred feet around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for the term of ten years, from this date, and as long thereafter as oil or gas or either of them can be produced therefrom by the party of the second part, his heirs, executors, administrators 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 he may connect wells, the equal one eighth part of all oil produced and saved from the leased premises and,

2nd: To pay One Hundred and Fifty Dollars per year for the gas from each and every gas well drilled on said premises that produces gas only, the product from which is marketed and used off the premises, said payment to be made on each well within sixty days after commencing to use the gas therefrom as aforesaid, and to pay yearly thereafter while the gas from said well is used. First party may have the privilege of using gas for one dwelling house by making his own connections to a well on this lease as long as second party may utilize the gas therefrom, care being taken not to waste. In case oil is produced in paying quantities second party agrees to pay first party in addition to above royalties the sum of \$500.00 as a bonus. out of the first oil produced from said premises.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. And further, to complete a well on said premises within three months from the date hereof, or pay at the rate of two dollars per acre per annum for each additional year such completion is delayed from the time above mentioned for the completion of such well until a well is completed; and it is agreed that the completion of such well shall be and operate as a full liquidation of all rentals under this provision during the remainder of the term of this lease. Such payments may be made direct to the lessor or deposited to his credit in First National Bank of Tulsa

It is agreed that the second party is to have the privilege of using sufficient water and gas from the premises to run all necessary machinery, and at any time to remove all machinery and fixtures placed on said premises; and farther, upon the payment of One Dollar, at any time, by the party of the second part, his heirs, successors or assigns, to the party of the first part, his heirs, successors or assigns, shall have the right to