

OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into, this 24th, day of June A. D., 1909, by and between J. M. McLemore, party of the first part and E. H. McElhaney, party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Hundred (\$100.00) Dollars and other valuable consideration 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 by these presents do grant, demise, lease and let} and let unto the said second party, 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, bounded and described as follows, to-wit:

The East half (E/2) of the Southeast Quarter (SE/4), and the South Half (S/2) of the Southeast Quarter (SE/4) or the Northeast Quarter (NE/4), and the South Half (S/2) of the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4), and the East Half (E/2) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4), all in Section 16, Township 20 N., Range 14 East, containing 140 acres, more or less, being the allotment of Jesse Vann deceased.

It is agreed that this lease shall remain in force for a term of Five (5) years, and as long thereafter as oil or gas or either of them is produced 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 lines to which lessee may connect oil wells, the equal one eighth 1/8 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.

3. The party of the second part agrees to commence drilling operations on the above described premises within six months from date hereof, or pay at the rate of One Dollar per acre, for each additional year such commencement is delayed from the time above mentioned. Said payment to be made in advance, beginning Dec. 24, 1909, if well is not in operation.

The above rental shall be paid to the credit of the first party at Bank of Commerce of Porum, Oklahoma, and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision, during the remainder of the term of this lease.

The party of the second part shall have the right to use oil, gas and water produced on said land, free of royalty, for drilling and operation thereon, except water from wells of the first party.

When requested by the first party the second party shall bury the pipe lines, except steam lines below plough depth.

The party of the second part, shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.