

## OIL AND GAS LEASE.

IN CONSIDERATION OF THE SUM OF ONE DOLLARS, the receipt of which is acknowledged by the first part W. M. McCullough and Sadie McCullough first parties, hereby grant and convey unto John C. Smith and W. H. Reese, second parties, all the oil and gas in and under the premises hereinafter described, together with said premises for the purpose and with the exclusive right to enter thereon at all times by themselves, agents and employees, to drill and operate wells for oil gas and water, and to erect, maintain, occupy repair and remove all buildings, telephone poles and wires, structures, pipelines, machinery and appliances that second parties may deem necessary, convenient or expedient to the production of oil, gas and water thereon, and the transportation of oil, gas and water on, upon and over said premises and the highways along the same, except that first parties shall have a full one eighth part of all oil produced and saved on the premises and first parties agree to accept said share of said oil, as full compensation for all the products of each well in which oil is found. Said real estate and premises are located in Tulsa County, Oklahoma, and described as follows, to-wit:

SE.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  and NE.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of Section 35, Township 18 N. Range 13 E. containing Eighty acres, more or less.

TO HAVE AND TO HOLD SAID PREMISES for the term of two years from this date, and so long thereafter as oil or gas is produced therefrom.

It is agreed that while the product of each well in which gas only is found shall be marketed from said premises, the second parties will pay to the first parties therefor at the rate of One Hundred & Fifty Dollars, per annum and give the first parties free gas for domestic purposes at the dwelling house during the same time.

Whenever first parties shall request it the second parties shall bury all oil and gas lines which are laid over tillable ground. Second parties also agrees to pay all damages done to crops by reason of laying and removing pipe lines. No well shall be nearer than 250 feet to the residence buildings on premises.

Second parties agree to complete a well on said premises within one year from date or pay to the first parties at the rate of One Dollar per acre per annum thereafter the completion of said well is delayed.

All moneys falling due under the terms of this grant may be paid direct to first parties, or to the credit of the first parties at the Central National Bank Tulsa, Okla.

In consideration for the payment of the said sum of One Dollars first above mentioned first parties grants unto second parties the exclusive option and right to release and terminate this grant or any undrilled portion thereof at any time; thereafter all liabilities of second parties to the portion released shall cease and determine.

Second parties shall have the right to use sufficient gas, oil and water to drill all wells and for all purposes necessary or convenient in operating the same.

The terms and conditions of this grant shall extend to the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this 18th, day of June 1909.

WITNESS: C. B. Hailey.

W. M. McCullough (SEAL)

Sadie McCullough (SEAL)

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A C K N O W L E D G E M E N T.