

OIL AND GAS LEASE.

UNITED STATES OF AMERICA, STATE OF OKLAHOMA, COUNTY OF _____) SS.

KNOW/ ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One and no/100 Dollars, this day paid by the second parties, the receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained, Amanda Bertholf (a widow), party of the first part, hereby grant, demise and let unto S. J. Smith, John S. Wick, Frank Summers, parties of the second part, their heirs and assigns, for a period of Fifteen Years, and as long thereafter as oil or gas may be produced in paying quantities, all the oil and gas in and under the hereinafter described premises, together with the right to enter upon the said premises at all times for the purpose of drilling and operating for oil, gas and water, and to erect, maintain and remove all buildings, structures, pipes, pipe lines and machinery necessary for the production and transportation of oil and gas or water, provided the party of the first part shall have the right to use said premises for farming purposes except such part as shall be occupied by the parties of the second part, or as are necessary to be used for the proper development of this property by second party, viz: All that certain tract of land situated in Tulsa County, State of Oklahoma, and described as follows:

The East Half ($\frac{1}{2}$) of the South West Quarter ($\frac{1}{4}$) and South Half ($\frac{1}{2}$) of the North East Quarter ($\frac{1}{4}$) Section (7) Township Sixteen (16) N. Range Thirteen (13) East, Tulsa County, State of Oklahoma.

THE ABOVE GRANT IS MADE UPON THE FOLLOWING TERMS:

1st. Second parties agree to complete the drilling of a well upon said premises within four months from this date, or thereafter to pay said part \$1.00 per acre per year, payable quarterly in advance, until the drilling of said well is completed or this lease is terminated as hereafter provided, but in any event, a well shall be completed by the parties of the second part, within four months from the date hereof, and in case such well is not completed within such time, this lease shall immediately become null and void, unless prevented by some uncontrollable accident.

2nd. Should oil be found in paying quantities upon the premises, second parties agree to deliver to said first party in the pipe line or tanks, with which second parties may connect to wells or well the one eighth ($\frac{1}{8}$) part of all the oil produced and saved from said premises.

3d. Should gas be found in paying quantities in any well, the consideration in full for such first party shall be at the annual rate of One Hundred and Fifty (150) Dollars, payable quarterly for the gas from each well while said gas is being piped and used off the premises, together with the privilege to said party to pipe and use gas from said well or wells to heat and light one dwelling house on said premises as long as said lessee shall continue to pipe and use said gas from said well, said party making their own connections, but said lessee does not guarantee, against a deficient supply of gas for said dwelling by pumping said well or wells, or otherwise, nor shall said lessee be held liable for any injury or injuries to the person or property of said first party arising out of the use of said gas.

4th. Party of the second part obligates himself to protect all property lines.

5th. The second parties shall have the privilege of excavating, drilling or boring for water, and of using sufficient water, wood, gas and oil from the premises herein leased to run all machinery for the prosecution of said business.