

OIL AND GAS LEASE.

COMPARED

This Agreement, Made and entered into, this 13th, day of September A. D. 1909, by and between Mary A. Quinn, and Thomas J. Quinn, her husband, parties of the first part, and the Homeland Oil Company, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations 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, and by these presents do grant, demise, lease and let unto the said party of the second part its heirs, successors and assigns, for the sole and only purpose of mining and operating for oil and natural 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 North Half of the North West Quarter of Section Twenty Eight (28), Township Twenty (20) North, Range Thirteen (13) East and South West Quarter of South West Quarter and North West Quarter of South East Quarter of South West Quarter, and South Half of North West Quarter of South West Quarter; and North East Quarter of North West Quarter of South West Quarter of Section Twenty One (21), Township Twenty (20) north, Range Thirteen (13) East.

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, 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 parties, their heirs or assigns, free of cost in the pipe lines to which lessee may connect oil wells, the equal one eighth part of all oil produced and saved from the leased premises.

2. To pay to the first parties 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 parties 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 one year from date hereof, or pay at the rate of One Dollar (\$1.00) per acre, for each additional year such commencement is delayed from the time above mentioned.

The above rental shall be paid to the credit of the Farmers National Bank, of Tulsa, 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 first party.

When requested by the first party, the second party shall bury 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.

Second party agrees to locate all wells so as to interfere as little as possible