

OIL AND GAS LEASE.

THIS AGREEMENT, made and entered into this 23d, day of August A. D. 1909, by and between Louisa Brown, sole heir at law of Susanna Berryhill, deceased, and---- of Sapulpa Okla., party of the first part and Fife Oil & Gas Company (A corporation), Sapulpa, Okla., Party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the covenants and agreements hereinafter inserted and the sum of \$160, Dollars in hand and hereby acknowledged, have granted, demised and let unto the party of the second part, its successors and assigns, for the sole and exclusive right of drilling and operating for and procuring oil and gas, all on the following described property, to-wit:

Situated in Tulsa County, State of Okla., SE. $\frac{1}{4}$ of the NE $\frac{1}{4}$; The S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ the N half of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 20; the NE $\frac{1}{4}$ of SW. $\frac{1}{4}$; the N Half of NW. $\frac{1}{4}$ of SW. $\frac{1}{4}$ and S $\frac{1}{2}$ of SW. $\frac{1}{4}$ of NW. $\frac{1}{4}$ of Section 21, Township 19 North of Range 11 East, containing 160 acres, more or less, hereby releasing and waiving dower and all rights under and by virtue of the Homestead Exemption Laws of this State.

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 is produced therefrom by the party of the second part its heirs, successors or assigns.

IN CONSIDERATION OF THE PREMISES THE SAID PARTY OF THE SECOND PART COVENANTS AND AGREES:

1st. To deliver to the credit of the first party, her heirs or assigns, free of cost in the pipe line to which it may connect its wells, the equal $\frac{1}{8}$ part of all oil produced and saved from the leased premises.

2d: To pay to the first party One Hundred Fifty Dollars each year in advance, for the gas from each well where gas only is found, while the same is being used 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.

3d: to pay to the first party for gas produced from any oil well and used off the premises at the rate of ---- Dollars per year, for the time during which such gas shall be so used, said payments to be made each three months in advance.

The party of the second part agrees to complete one well on said premises within 12 months from the date hereof, or pay at the rate of \$1 per acre Dollars in advance, for each additional 12 months such completion is delayed from the time above mentioned for the completion of such well until a well is completed. The above rental shall be paid to the first party in person or to the credit of the first party at the First National Bank of Sapulpa, Okla., 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 its pipe lines, except steam lines below plough depth.

No well shall be drilled nearer than two hundred feet of the house or barn of said premises.

Second party shall pay for damages caused by them to growing crops on said lands.

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.