

OIL AND GAS LEASE.

IN CONSIDERATION OF THE SUM OF ONE DOLLAR, the receipt and payment of which is hereby acknowledged by the first party Etta Brauer, party of the first part hereby grants to and conveys unto James Wolley, party of the second part, 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 himself, agents, assigns or employees, to drill and operate wells for oil, gas and water, and to erect, maintain and occupy, repair and remove all buildings, telephone poles and wires, structures, pipe lines, machinery and appliances that second party may deem necessary, convenient or expedient to the production of oil gas or water thereupon and over said premises and the highways along the same, except that the first party shall have the full one eighth (1/8) part of all the oil produced and saved on the premises to be marketed by and at the expense of second party and first party agrees 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 are described as follows, to-wit:

South Half of the South East Quarter (S $\frac{1}{2}$ of the SE $\frac{1}{4}$) of Section Twenty Six (26), Township Twenty (20), Range Thirteen (13) Containing Eighty (80) acres More or less, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Oklahoma.

TO HAVE AND TO HOLD said premises for the said purposes for the term of two years from the date hereof and so long thereafter as gas or oil is produced in paying quantities. It is agreed that while the product of each well in which gas only is found in paying quantities, the second party will pay to the first party therefor at the rate of One Hundred and Fifty Dollars (\$150) per annum, whether marketed or not, and give the first party free gas at the well for one dwelling house on the premises, during the same time. First party to make her own connections at the well at her risk and expense.

It is agreed that after completion of first well in which oil or gas is found in paying quantities, an additional well shall be put down every six months until six wells have been put down, drilled.

Whenever the first party shall request it, second party shall bury all oil and gas lines which are laid over tillable ground.

Said second party also agrees to pay all damages done to crops by reason of laying removing pipe lines. No well to be nearer than One Hundred and Fifty (150) feet to residence now on premises.

Second party agrees to commence a well on said premises and continue uninterruptedly until completed by January 1, 1920, in the event of failure so to do, to pay first party in advance at the rate of one dollar per acre for each year as rental for each year after the said 1st day of January 1910, that the commencement of said well is delayed.

All moneys falling due under this Contract to be paid to the said first party or paid to her credit into the Bank of Commerce, Tulsa, Oklahoma.

It is mutually agreed by and between the first and second parties hereto that in further consideration for the payment of said sum of One Dollar and all sums due hereunder to date of surrender by second party, first party grants unto second party the right to release and terminate this grant at any time, thereafter all liabilities of both first and second parties hereunder shall cease and determine.

Party of the second part agrees that if first mentioned well shall produce five hundred barrels of oil for thirty days after completion to pay first party Sixteen Hundred