

ORIGINAL. OIL AND GAS LEASE.

THIS GRANT, Made this 11th, day of October A. D. 1909, by and between P. J. Wadsworth, in the capacity of ^{guardian of} John Wadsworth, a minor, of Cathay, County of McIntosh State of Oklahoma, party of the first part, and the Hanna Oil Co., parties of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Dollar 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 party of the second part, to be paid, kept and performed, has granted, demised, and conveyed and by these presents does grant, demise and convey unto the second party, their heirs, successors or assigns, for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, with covenant of general warranty, all that certain tract of land situate in the Township of ----- County of Tulsa, State of Oklahoma and described as follows, to-wit:

The East Half ($E\frac{1}{2}$) of the South East Quarter ($SE\frac{1}{4}$), and the South East Quarter ($SE\frac{1}{4}$) of the North East Quarter ($NE\frac{1}{4}$) Sec. 31, Town 17 N. Range 13 E. containing 120 acres, more or less, hereby releasing and waiving all rights under and by virtue of the homestead Exemption Laws of this State.

It is agreed that this grant shall remain in force for the term of 6 yrs & 2 months, 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, their successors or assigns. And said first party also consents to second party's selling or assigning this grant.

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, his heirs or assigns, free of cost, in the pipe line to which they connect their wells, the equal One Eighth ($1/8$) part of all oil produced and saved from the premises.

2nd: To pay to the first party one Hundred and fifty Dollars each year, payable quarterly 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.

3rd: To pay to the first party for gas produced from any oil well and used off the premises at the rate of Twenty Five 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 parties of the second part agree to complete a well on said premises within one year from the date hereof, or pay at the rate of Sixty Dollars, in advance, for each additional twelve 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 first party in person or to the credit of the first party at the Eufaula National Bank of Eufaula 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.