

Filed for record October 26, 1909, at 2:15 o'clock P. M.

H. C. Walkley, Register of Deeds (SEAL)

COMPALED

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GAS OR OIL LEASE.

IN CONSIDERATION of the sum of One (\$1.00) Dollars, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained Cural D. Hawkins, a single person, first parties hereby grant unto, F. H. Hirsh second part, successors and assigns, all the Oil and Gas in and under the following described premises, together with the right to enter thereon at all times, for the purpose of drilling and operating for oil or gas, to erect, maintain and remove all buildings, structures, pipes, pipe lines and machinery necessary for the production and transportation of oil or gas.

PROVIDED, that the first party shall have the right to use said premises for farming purposes except such part as is actually accupied by second party, namely:

A lot of land situated in the Township of Skiatook County of Tulsa in the State of Okla/, and is described as follows, to-wit:

S.W.  $\frac{1}{4}$  of N.W.  $\frac{1}{4}$  & N.E.  $\frac{1}{4}$  of S  $\frac{1}{2}$  of N. E.  $\frac{1}{2}$  of N. W.  $\frac{1}{4}$ , Section number 30 Township number 22 Range number 13, containing 100 acres, more or less.

THE ABOVE GRANT WAS MADE ON THE FOLLOWING TERMS.

1st. Second party agrees to drill a well upon said premises, within 6 months from this date, or thereafter pay to first party One Hundred Dollars annually in advance until said well is drilled, or the property hereby granted is conveyed to the first parties.

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

3rd. Should Gas be found, second party agrees to pay to first part One Hundred Fifty Dollars annually for every well from which Gas is used off the premises.

4th. First party shall be entitled to enough Gas free of cost for domestic use in the residence on said premises as long as second party shall use Gas off said premises under this contract, but shall lay and maintain the service pipes at his own expense and use said Gas at his own risk. The said party of the second part further to have the privilege of excavating for water and of using sufficient water, gas and Oil from the premises herein leased to run the necessary engines