

OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into, in triplicate, on this 15 day of October A. D. 1909, by and between Samuel J. Checote, as the guardian of the estate of Martha Perryman and Frances Perryman, minors, of Okmulgee, Oklahoma, party of the first part, and Bessie L. Turman, of Okmulgee, Okla., party of the second part.

WITNESSETH: That the party of the first part, for and in consideration of the sum of One Hundred Dollars (\$100.00) cash bonus, in hand paid, the receipt whereof is hereby acknowledged, and the royalties, covenants, stipulations and conditions hereinafter contained, and hereby agreed to be paid, observed and performed by the party of the second part, her heirs, successors and assigns, does hereby demise, grant and let unto the party of the second part, her heirs, successors and assigns, for a term ending August 1, 1916 and 1918, (not, however, beyond the majority of said minor) all of the oil deposits and natural gas in or under the following described tract of land, and also said tract of land for the purpose and with the exclusive right of operating thereon for oil and natural gas; together with the right of way over said premises, the exclusive right to lay pipe over and upon the same, to erect and maintain thereon all machinery, buildings, powers, tanks, fixtures, and telephone and telegraph lines necessary or required in operating for oil and gas; which tract of land is situated in the County of Tulsa, State of Oklahoma, to-wit:

The West Half of the South East Quarter of Section thirteen (13) Township Nineteen (19) North, Range Thirteen (13) East, containing 80 acres, more or less.

In consideration of which the party of the second part hereby covenants and agrees:

1st. To deliver to the credit of the party of the first part, his heirs, successors or assigns, free of cost, in the pipe line to which said party of the second part may connect her wells, or in tanks, the equal one eighth part of all oil produced from said premises.

2nd. To pay to the party of the first part, his heirs, successors or assigns, for each and every gas well drilled on said premises as follows:
at the end of each quarter dating from the discovery of gas, if the gas therefrom during the period is marketed or used other than as hereinafter provided, an equal quarterly payment at the rate of two Hundred and Fifty Dollars per year; if the gas therefrom during the period is not marketed or used other than as hereinafter provided, an equal quarterly payment at the rate of Fifty Dollars per year; said payments to be made in hand or deposited to the credit of the party of the first part in the bank hereinafter named.

In case no well be completed on the above described premises to a depth of 2,000 feet or to a sand productive of either oil or gas in paying quantities within one year from the date hereof, this lease shall become null and void and without further effect whatsoever unless the party of the second part shall pay for the delay at the rate of \$1.00 per acre in advance for each and every year thereafter during the term of the lease until a well is completed as above, or this lease surrendered as hereinafter provided. Such payments may be made in hand or deposited to the credit of the party of the first part in the Okmulgee, State Bank of Okmulgee, Oklahoma, Oklahoma.