

OIL AND GAS LEASE.

THIS AGREEMENT, made and executed in duplicate this 18th day of November A. D. 1909 between Frank McGinnity and Susie McGinnity his wife, parties of the first part, and O. H. Grober party of the second part.

Witnesseth, That the said parties of the first part for the consideration of one dollar in hand paid, the receipt whereof is hereby acknowledged, and other valuable considerations, hereinafter mentioned, do hereby lease to the said party of the second part his heirs or assigns, for the term of ten years and as much longer as gas or oil may be found in paying quantities or gas furnished or royalties paid from the date hereof, the following described real estate situated in the county of Tulsa, and State Of Oklahoma, to-wit:

NE1/4 of the SE1/4 and NW 1/4 of the SE1/4 of the SE 1/4 Sec 25, township 22 south of range 13 east of the Indian Meridian, consisting of 50 acres/

With full and exclusive power and authority to the party of the second part, or its assigns to enter upon the above described lands and drill, dig or mine for gas, oil or any other mineral or substance of commercial value, taking upon and removing from said lands any machinery or appliances necessary to the prosecution of the said work; to erect any necessary buildings, tanks or tracks for the legitimate use of said work or the products thereof, and to remove or convey said products off said lands by any reasonable methods and the right from time to time to repair or replace the same, avoiding as far as may be practical damage to growing crops or fences but in case of such damage to pay for same as may be determined by appraisers.

In consideration of the premises, the party of the second part agrees to pay as royalty to the part of the first part upon each well of gas from which any product is taken having any commercial value the sum of Twelve & 50/100 per month for each month while so taken. Royalties to be paid in cash on the first of each month for the preceeding month, payable at The Oklahoma State Bank, office in Collinsville, Okla, upon demand by first parties in case that oil or other products than gas is found the royalty shall be 1/8 of such product, delivered at the surface near the mouth of well or shaft.

It is mutually agreed tha the party of the second part, shall begin operations under this lease within 12 months from the delivery hereof, or in case of failure so to do, then and in that case the party of the second part shall lay pipes from mains or wells within fifty feet of residence occupied by first party on above described land and furnish gas for 2 stoves and 4 lights, and no other or additional expense shall be incurred under this lease by second party, and this lease shall be binding so long as gas shall thus be furnished, provided, that if wells are sunk royalties shall be paid as above provied for, otherwise this lease shall be null and