

Filed for record Dec, 18, 1909 at 1:00o'clock P.M.

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

OIL AND GAS LEASE.

THIS LEASE, made this 15th day of December A. D. 1909 by and between Flora Seaman, a single woman of Tulsa County of the first part and Frank E. Duncan of the second part.

Witnesseth, that the said party of the first part, in consideration of \$ Five (\$5.00) in hand paid, the receipt of which is hereby acknowledged, and the stipulations, rents and covenants herein after contained, on the part of the said party of the second part his heirs, executors, administrators successors and assigns, to be paid, kept and performed, has granted, demised and let unto the said party of the second part his heirs, executors, administrators, successors and assigns, for the sole and only purpose of drilling and operating for Petroleum Oil and Gas for the term of Fifteen years, or as long thereafter as Oil or Gas is found in paying quantities all that certain tract of land, situated in the county of Tulsa, State of Oklahoma, and particularly described as follows, to-wit:

The Northeast one-quarter of the Northeast quarter of Section One (1), township eighteen (18), Range Thirteen (13) East, being forty (40) acres, containing forty acres, more or less, excepting and reserving therefrom 200 feet around the buildings on said premises, upon which there shall be no wells drilled; the boundaries of which shall be designated and fixed by the said party of the first part.

The said second party hereby agrees in consideration of the said lease of the above described premises, to give said first party one-eighth royalty share of all the oil or mineral produced and saved from said premises, except that used for operating purposes on the premises, and the sum of One Hundred and fifty (\$150.00) dollars per annum for each and every gas well drilled on the premises herein described and while gas is piped and sold from the same off the premises. The said second party agrees not to unnecessarily disturb growing crops thereon, or the fences.

The said second party is hereby granted the right to enter upon the above described premises at any time for the purpose of mining or drilling and the right of way to and from the place of operation or drilling and the right to lay pipe lines for the purpose of conveying or conducting water, steam, gas or oil over and across said premises and also the right to remove at any time and all machinery, oil well supplies or appurtenances of any kind belonging to said second part.

The said party of the second part agrees to commence one well within five (5) years from date hereof; from the date hereof (unavoidable