

OIL AND GAS LEASE.

THIS AGREEMENT, made this 24 day of December A. D. 1909, by and between Otto Quinn by J. R. Clark, Guardian of his Estate of the first part, and P. F. Kearns of the second part.

WITNESSETH, that the said party of the first part, for One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged and in further consideration of the covenants and agreements hereinafter mentioned has granted, demised, leased and let unto the party of second part, his heirs and assigns, all the oil and gas in and under that certain tract of land hereinafter described, and also all the said tract of land for the purposes and with the exclusive right of drilling and operating for said oil and gas which said tract of land is situated in Tulsa. County, Oklahoma, and described as follows, to-wit:

South East Quarter of Section 27, Township 19, Range 10, Acres 160,

containing 160 acres, more or less. But no wells shall be drilled within Three Hundred feet of the present buildings, except by mutual consent.

The party of the first part grants the further privilege to the party of the second part, his heirs and assigns of using sufficient water and gas from the premises necessary to the operation thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time machinery or fixtures placed on the premises by said lessees.

To Have and to Hold the same unto the said party of the second part, his heirs, and assigns, for the term of two years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said lessees.

In consideration whereof, the said party of the second part agrees to deliver to party of the first part in tanks or pipe-lines the 1/8 part of all oil produced and saved from the leased premises. And should gas be found on said premises in paying quantities, second party agrees to pay One hundred Dollars yearly, payable quarterly in advance for the products of each gas well, while the same is being sold off the premises, and first party shall have free use of gas for domestic purposes, by making his own connection for such gas at the well at his own risk and expense.

Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises and to pay for all damages to growing crops caused by said operations.

Provided, however, that, if a well is not completed on said premises within One year from date hereof, then this lease and agreement shall be null and void, unless the party of the second part within each and every year after the expiration of the time above mentioned for the completion of a well, shall pay a rental of Fifty Dollars, quarterly in advance until a well is completed thereon, or until this lease is cancelled as hereinafter provided. And it is agreed that the completion of a well shall be and operate as a full liquidation of all rental under this provision during the remainder of this lease. All rentals and other payments may be made direct to party of the first part or may be deposited to his credit at The Bank of Oklahoma in the City of Tulsa.