

Witness my hand and official seal the day and year above set forth.

(seal)

W. T. Drake, County Judge.

Filed for record at Tulsa, Okla. Jan. 24 1910 at 10 o'clock A.M.

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

OIL AND GAS LEASE.

COMPARED

THIS INDENTURE AND LEASE, made and entered into the 12th day of January, 1910, A.D. by and between John R. Lucas, a minor, by James E. Johnson, his guardian, Postoffice address, Muskogee, Oklahoma, of----- Township, County of Muskogee, and state of Oklahoma, Lessor, and The Texola Company, of Tulsa Oklahoma, Lessee.

WITNESSETH, That the said lessor for and in consideration of the sum of One Hundred & Sixty dollars in hand well and truly paid by the lessee, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demise, leased and let, and by these presents does grant, demise, lease and let unto the lessee its heirs or assigns, all the oil and gas in, and under the following described tract of land; also the said tract of land for the sole and only purpose of entering upon operating thereon and removing therefrom said oil and gas, for the term of ten years from date and as much longer thereafter as oil or gas is produced thereon, with the right to use oil, gas or water therefrom, and all rights and privileges necessary or convenient for such operation, also the right to remove at any time all property, pipes and improvements placed or erected in or upon said land by the lessee Said land being All that certain tract of land situated in----- Township, Tulsa County, State of Oklahoma bounded and described as follows, to-wit:

The North West Quarter of Section Twenty Eight (28) Township Nineteen (19) North Range ten (10) east and containing 160 acres and being the Allotment of said John R. Lucas

Section-----Township-----Range-----of the Indian meridian containing One Hundred sixty acres more or less.

In consideration of the premises the said lessee covenants and agrees.

First- To deliver to the credit of the lessor or lessors, his heirs or assigns, free of cost, into tanks, or pipe line to which it may connect the wells, the equal one eighth part or share of all the oil produced and saved from the leased premises.

Second. To pay the lessor one hundred dollars each year in advance for the gas from each well where gas only is found, while the same is being sold off the premises and the lessor to have gas free of cost at his own risk for one dwelling house on said premises, during the same time, to be used economically.

Third. The lessee agreed to commence to drill a well on said premises within one year from date hereof, or pay \$1.00 per acre for each additional year such commencement to drill a well is delayed from the time above mentioned for commencing the drilling of such well until a well is commenced to be drilled on said premises.