

## OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 26th day of February A.D. 1910 by and between George W. Stith, Guardian of Belle Perryman, a minor, of Clarksville, Oklahoma, party of the first part, lessor, and E.R. Kemp of Tulsa, Oklahoma, party of the second part, lessee.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of \$330.00 in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the party of the second part, to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said party of the second part his heirs, executors, administrators successors and assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, constructing tanks, buildings, and other structures thereon to take care of said products, all that certain tract of land situate in the county of Tulsa, State of Oklahoma, described as follows, to-wit: The west half of the south east quarter, the south west quarter of the northwest quarter and the southwest quarter of the northeast quarter of section 4, Township 19 Range Eleven and containing 160 acres, more or less.

It is agreed that this lease shall remain in force for the term of six years from this date or during the minority of said minor.

In consideration of the premises the said party of the second part, covenants and agrees:

1st. To deliver to the credit of the first party, his heirs, executors, administrators, successors and assigns free of cost, in the pipe line to which he may connect his wells, the equal one eighth part of all oil produced and saved from the leased premises.

2nd. To pay to first part One Hundred fifty (\$150) Dollars each year in advance for the gas from each well where gas only is found, while the same is being used off the premises, and the first party to have gas free of cost to heat his stoves in dwelling house on said premises during the same time.

3rd. To pay to first party for gas produced from any oil well and used off the premises at the rate of five Dollars per year for the time during which such gas shall be so used, said payments to be made each three months in advance.

The party of the second part agrees to complete a well on said premises within twelve months from the date hereof, or pay at the rate of eighty Dollars, in advance, for each additional twelve months such completion is delayed from the time above mentioned for the completion of such well until a well is completed and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

The party of the second part shall have the right to use gas, oil and water from wells, springs or streams produced on said land for its operation thereon, except water from wells of first party.