

Witness my hand and the seal of said court this 23rd day of November, A.D. 1910.

(seal)

F.N. Holland, Clerk of the County Court.

Filed for record at Tulsa, Okla Nov 30, 1910 at 9:40 A.M.

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

COMPARED

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 10th day of November 1910 by and between C.A. Houston and Augusta Houston, and F.J. Bonawit and Hattie Bonawit of Tulsa County parties of the first part, lessors and Creek & Indiana Development Company of Oklahoma, party of the second part, lessee.

Witnesseth, that the said parties of the first part, for and in consideration of the sum of \$1 00/100 to them in hand well and truly paid by the said second party the receipt whereof is hereby acknowledged, and of the covenants and agreements herein contained on the part of the party of the second part to be kept, performed and paid had granted, demised, leased and let, and by these presents do grant, demise lease and let unto the said second party its heirs, successors and assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and of building tanks, powers, stations, buildings and structures thereon, to produce refine and otherwise prepare and take care of said products all that certain tract of land, situate in the county of Tulsa, State of Oklahoma, and described as follows, to-wit:

Los one (1) and two (2) of Section 14, Township 21 Range 12 *and containing 14 acres more or less.*

It is agreed that this lease shall be and remain in force for a term of 5 years from this date, and as long thereafter as oil and gas or either of them is found or produced on said premises by the party of the second part, its heirs, successors or assigns.

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

1. To deliver to the credit of the party of the first part their heirs or assigns, free of cost in the pipe line to which the said party of the second part may connect its wells the equal one eighth part of all the oil produced and saved from the leased premises.

2. To pay to the said parties of the first part \$150.00 each year in advance for the gas from each well where gas only is found up to 3 million cubic ft per day, and 50.00 for each additional million cubic feet of major fraction thereof As provided in revised regulations of April 20, 1908 prescribed by secretary of the Interior of U.S. while the same is being used off the premises and the first parties to have gas free of cost sufficient to heat one dwelling house on said premises during the same time.

3. To pay to the first parties for gas produced from any oil well and used of the premises, at the rate of \$25 00/100 per year for the time during which said gas shall be so used; said payment may be made by the said second party each month said gas is so utilized.

The party of the second part agrees to complete a well on said premises within 3 months from date hereof unavoidable accidents or delays only excepted, but well must be drilling & operations continued with all due diligence until completed.

And it is agreed that the completion of such well shall operate as full liquidation of all rental under this provision during the remainder of the term of this lease.

The party of the second part to have the right to use, free of cost, gas oil and water produced on said premises for any & all operations, hereunder, except water from wells