

Oklahoma, on the ~~17~~<sup>18</sup>th day of December 1910, at Page 426 of Vol. 76 of Miscellaneous records, in said office:

THEREFORE THIS AGREEMENT, made and entered into in duplicate, the 12th day of December, A.D. 1910, by and between Seaborn J. Doyle as guardian of the estate of Cecil Lee Doyle, a minor, of Eufaula, Oklahoma, Oklahoma, party of the first part, lessor, and Jno. M. Depuy, party of the second part, lessee.

Witnesseth, that the said party of the first part, for and in consideration of the sum of Eighty Dollars, to him 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 second party his heirs, successors or 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 and structures thereon to produce and take care of said products during the minority of said ward and as much longer thereafter as oil or gas is found in paying quantities, all that certain tract of land situate in the county of Tulsa, State of Oklahoma, described as follows, to-wit:

The South west quarter of section twenty eight (28) of Section ---Township 18 N. range 13 E., and containing 160 acres, more or less.

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 or 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.

2d. To pay to first party One hundred fifty 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 from any such well for 2 stoves and 2 inside lights in the principal dwelling house on said land during the same time by making his own connections with the well.

3rd. To pay to first party for gas produced from any oil well and used off the premises at the rate of Ten 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 one Hundred sixty 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 not be bound by any change in the ownership of said land until duly notified of any change, either by notice in writing duly signed by the parties to the instrument, of conveyance, or by the receipt of the original instrument of conveyance or a duly certified copy thereof.

The party of the second part shall have the right to use, free of cost, gas, oil and water produced on said land for his operations thereon except water from wells of first party. When requested by first party, the second party shall bury its pipe lines below plow depth.