

Filed for record at Tulsa, Okla. Mar. 15, 1910 at 10:15 o'clock A. M.

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

OIL AND GAS MINING LEASE.

THIS INDENTURE, made this 11th day of March, 1910, by and between W. G. Brockman and Henry C. Brockman, parties of the first part, and Thomas J. Walsh, party of the second part, witnesseth:

That for and in consideration of the mutual covenants and agreements hereinafter made and contained, the said parties of the first part hereby let and lease to the party of the second part the following described real property, to-wit:

The Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty (20) township Twenty (20) North, Range Thirteen (13) East, in Tulsa, Oklahoma County and State of Oklahoma.

for the purpose of mining oil and gas thereon for a period of ten (10) years from this date and as long thereafter as oil and gas may be produced upon said premises in paying quantities, and the parties of the first part warrant the title thereto for the purposes of this lease.

It is further covenanted and agreed that the party of the second part will develop said real property fully for the purposes of mining oil and gas as hereinafter provided; that the party of the second part shall commence within sixty days from the date hereof to drill a well upon said premises for the purpose of prospecting for oil and gas, and will complete said well within a reasonable time thereafter, and that on the completion thereof, if oil is found in said well to the extent of a production of ten (10) barrels a day or more, or if gas is found in said well in paying quantities, then the party of the second part shall, within a reasonable time thereafter, proceed to drill a second well upon said premises, and fully develop the same with all due and proper diligence and within a reasonable time for the purposes of mining oil and gas.

And it is further contracted and agreed that time is of the essence of this contract, and that the party of the second part shall pay and render to the parties of the first part, as the entire consideration of this lease contract, one-tenth of all the oil produced thereon, and shall pay to the owners of the fee of said land all royalties reserved by the terms of a certain oil and gas mining lease thereon heretofore, on the 24th day of November, 1909, executed by one J. Johnson to the parties of the first part, and shall pay one-fourth of the proceeds of all gas which may be found and produced and sold from said premises, to the parties of the first part. The parties of the first part to pay one-fourth of the gas royalty provided in the said lease from the said J. Johnson, and the party of the second part to pay Three-fourths of the same.

And it is further contracted and agreed that said drilling, prospecting and improvements upon said land shall be conducted by the party of the second part in all things in a proper manner, according to the customs of the oil field in which said land lies, and in accordance with all requirements of the laws of the State of Oklahoma.