

## OIL AND GAS LEASE.

AGREEMENT, made and entered into the 30th day of December A. D., 1909 by and between J. W. Russell, guardian of estate of J. Russell, a minor of Red Fork County of Tulsa, State of Oklahoma party of the first part, and M. L. Benedum of Pittsburg, Pa. party of the second part;

witnesseth, that the said party of the first part, for and in consideration of the sum of one dollar 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 said 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, administrators, executors, successors, or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines and building tanks, stations and structures thereon to take care of said products, all that certain tract of land situate in the township of \_\_\_\_\_, county of Tulsa State of Oklahoma, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state; bounded substantially as follows:

S 1/2 of the N. E. 1/4 of section 27, township 19 North, range 11 East containing 80 acres more or less, and being same land conveyed to the first party by deed bearing date \_\_\_\_\_ reserving however therefrom 200 feet around the buildings on which no wells shall be drilled by either party, except by mutual consent.

It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil or gas, or either of them is produced from said land by the party of the second part, his heirs, administrators, executors, successors or assigns.

In consideration of the premises, the said party of the second part covenants and agrees: 1st--to deliver to the credit of the party of the first part, his heirs, administrators, executors and assigns, free of cost in the pipe line to which party of the second part may connect his wells, the equal 12 percent part of all oil produced and saved from the leased premises; and 2nd--to pay 37.50 dollars each three months in advance for the gas from each and every gas well drilled on said premises, the gas from which is marketed and used off the premises, while the gas from said wells is so marketed and used.

second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. And further, to complete a well on said premises within three months from the date hereof, or pay at the rate of twenty (\$20.00) dollars, quarterly in advance, for each additional three 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 rental under this provision during the remainder of the term of this lease such payments may be made to the lessor or deposited to his credit in American National Bank of Sapulpa, Oklahoma.

first party to have gas free for fuel and light in the dwelling on said premises by making his own connections to any well thereon.

It is agreed that the second party shall have the privilege of using sufficient water, oil and gas from said premises to run all machinery necessary for drilling and operating thereon, and at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of five dollars, at any time, by the party of the second part, his