

OIL AND GAS LEASE.

This agreement made and entered into this the 28th day of March, 1910, by and between John Collins, guardian of Pearlle Collins, a minor, party of the first part, and J.H. Childers and Charles Olentine, parties of the second part.

WITNESSETH, that the first party for and in consideration of the sum of \$40.00 in hand well and truly paid by the said second parties, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the parties 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 parties of the second part, their heirs, successors or 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 product, all that certain tract of land situate in the County of Tulsa, State of Oklahoma, described as follows, ~~to-wit~~ to-wit

The West Half (W/2) of the Southwest quarter (SW/4) of Section Thirteen (13) Township Nineteen (19) North, Range, Ten (10) East, containing 80 acres, more or less, hereby releasing and waiving dower and all rights under and by virtue of the homestead exemption laws of the state of Oklahoma.

It is also agreed that this lease shall remain in force and effect for the term of 12 years, not to extend, however, beyond the time when said Pearlle Collins attains her majority.

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

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

2nd. To pay to first party \$150.00 each year, in advance, for gas from each gas well while the gas therefrom is being used or sold off the premises; and the first party is to have gas free of cost to heat and light one dwelling house on said premises during the same time, said first party to make his own connections for the use of said gas.

The parties of the second part agree to complete a well on said premises within one year from the date hereof or pay at the rate of \$40.00 per annum, in advance, for each additional twelve months such completion is delayed from the time mentioned for the completion of such well, until a well is completed. And in the event that said second parties do not complete a well within one year from the date hereof, or pay the said \$40.00 per annum, in advance, for each additional twelve months such completion of a well is delayed then this lease shall become null and void.

All moneys due the said first party under and by virtue of the terms of this lease shall be paid to him personally or deposited to his credit in the City National Bank of Wagoner, Oklahoma, and it is agreed that the completion of such well shall be and operate as a full liquidation of all rents under this provision during the remainder of the term of this lease.

The said second parties shall have the right to use oil, gas and water produced on said land free of royalty for drilling and operating thereon except water from the wells of said first party.

When requested by the first party the second parties shall bury their pipe lines except steam lines below plow depth.

No well shall be drilled nearer than 150 feet of the house or barn on said premises.