

(seal)

J.A. Bridewell, Notary Public.

My commission expires Mar. 6th, 1911.

Filed for record at Tulsa, Okla. Mar. 18 1910 at 4:25 o'clock P.M.

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

COMPARED

## OIL AND GAS LEASE.

THIS AGREEMENT, made this 10th day of February A.D. 1910 by and between E.C. Gilman and Della Gilman his wife of the first part, and John Roy of Tulsa, Oklahoma of the second part.

WITNESSETH, that the said parties of the first part, for One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged and in further consideration of the covenants and agreements hereinafter mentioned have granted, demised, leased and let unto the party of the second part his heirs and assigns, all the oil and gas in and under that certain tract of land hereinafter described, and also all the said tract of land for the purposes and with the exclusive right of drilling and operating for said oil and gas which said tract of land is situated in Tulsa County, Oklahoma, and described as follows, to-wit:

NW $\frac{1}{4}$  of SW $\frac{1}{4}$  Section 3, Township 19, Range 10 Acres 40

Lots 2, 3 & 4 Section 10 Township 19, Range 10 Acres-----

Lot 5 Section 9, Township 19 Range 10 acres-----

containing 126 acres, more or less, But no wells shall be drilled within Three Hundred feet of the present buildings except by mutual consent.

The parties of the first part grant the further privilege to the party of the second part, his heirs and assigns of using sufficient water and gas from the premises necessary to the operation thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time machinery or fixtures placed on the premises by said lessees.

To have and to hold the same unto the said party of the second part, his heirs and assigns for the term of ten years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said lessees.

In consideration whereof, the said party of the second part agrees to deliver to parties of the first part in tanks or pipe lines the 1/8 part of all oil produced and saved from the leased premises. And should gas be found on said premises, second party agrees to pay \$200.00 yearly, in advance for the products of each gas well, while the same is being sold off the premises, and first parties shall have free use of gas for domestic purposes, by making their own connections for such gas at the well at their own risk and expense.

Second party agree-- to locate all wells so as to interfere as little as possible with the cultivated portions of the premises and to pay for all damages to growing crops caused by said operations.

Provided, however, that, if a well is not completed on said premises within one year from date hereof, then this lease and agreement shall be null and void unless the party of the second part within each and every year after the expiration of the time above mentioned for the completion of a well, shall pay a rental of one dollar per acre until a well is completed thereon, or until this lease is