

COMPARED

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## OIL AND GAS LEASE.

In consideration of the sum of one dollars, the receipt of which is acknowledged by the first party M. W. Oswalt & Mary E. Oswalt first party hereby grant and conveys unto W. C. Guiler & C.E. Deloe second party, all the oil and gas in and under the premises herein-after described, together with said premises for the purpose and with the exclusive right to enter thereon at all times by himself, agents, assigns or employee, to drill and operate wells for oil, gas and water, and to erect, maintain and occupy, repair and remove all buildings\* telephone poles and wires, structures, pipe lines, machinery and appliances that second party may deem necessary, convenient or expedient to the production of oil, gas and water thereon, and the transportation of oil and gas on, upon and over said premises and the highways along the same, except that first party shall have the full 1/8 part of all oil produced and saved on the premises, delivered free of cost in the pipe line to which second party may connect his well and first party agrees to accept said share of said oil as full compensation for all the products of each well in which oil is found. Said real estate and premises are located in Tulsa County, Oklahoma and described as follows, to-wit: S $\frac{1}{4}$  SW $\frac{1}{4}$  W $\frac{1}{2}$  SE $\frac{1}{4}$  sec 6, T 17 R. 13 and SE $\frac{1}{4}$  SE $\frac{1}{4}$  sec 18, T 17 R. 13 E. containing 200 acres more or less, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

To have and to hold said premises for said purpose for the term of five years from this date and so long thereafter as gas or oil is produced thereon.

It is agreed that, while the product of each well in which gas only is found is shall be marketed from said premises, the second party will pay to the first party therefor at the rate of Two Hundred dollars per annum and give the first party free gas at the well for domestic purposes for dwelling house during the same time.

Whenever the first party shall request it, second party shall bury all oil and gas lines which are laid over tillable ground. Second party also agrees to pay all damages done to crops by reason of laying and removing pipe lines. No well to be nearer than 250 feet of residence <sup>buildings</sup> on premises.

Second party also agrees to complete a well on said premises within six months from date or pay to first party at the rate of one dollar per acre per annum payable quarterly thereafter the completion of said well is delayed. All moneys falling due under the terms of this grant may be paid to the first party or deposited to the credit of the first party at the - - - - - Bank of Jenks, Oklahoma.

In further consideration for the payment of said sum of one dollar first above mentioned first party grants unto second party the exclusive right option and right to release and terminate this grant or any undrilled portion thereof at any time, thereafter all liabilities of second party as to the portion released shall cease and determine.

Second party shall have the right to use sufficient gas, oil and water to drill all wells and for all purposes necessary or convenient in operating the same.

The terms and condition of this grant shall extend to the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal this twenty third day of April 1910.

Witness:  
J. M. Ishmael.

M. W. Oswalt	(seal)
Mary E. Oswalt	(seal)
W. C. Guiler	(seal)
C.E. Deloe	(seal)