

Filed for record at Tulsa, Okla. May 7 1910 at 10:05 o'clock A.M.

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

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 6th day of May A.D. 1910 by and between B.F. Summers, R.T. Shearer & W.T. Hicks, of Sapulpa, Okla. parties of the first part, lessors, and P. B. Flynn & M.T. Self, party of the second part lessees.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One Dollar to them in hand well and truly paid by the said party of the second party, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the party of the 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 second party, its 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 products all that certain tract of land situate in the county of Tulsa, State of Oklahoma, described as follows to-wit:

The south west quarter ($\frac{1}{4}$) of the South west quarter ($\frac{1}{4}$) of section one, township seventeen north range Twelve east

of section one, township seventeen range twelve and containing Forty acres more or less,

It is agreed that this lease shall remain in force or till a well is completed as hereafter stated from this date, and as long thereafter as oil and gas or either of them is produced therefrom by the party of the second part, 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 first parties their heirs or assigns, free of cost, in the pipe line to which it may connect its wells the equal one eighth part of all oil productd and saved from the leased premises.

2nd. To pay to the first parties One Hundred fifty dollars each year in advance for the gas from each well where gas only is found, while the same is being used off the premises; and the first parties to have gas free of cost to heat & light in dwelling house on said premises during the same time.

3rd. To pay to first parties for gas produced from any oil well and used off the premises at the rate of Twenty five dollars per year, for the time during which such gas shall be so used, said payments to be made each three months in advance.

The party of the second part agrees to commence a well on said premises within six months from the date hereof or this lease is null and void; and it is agreed that the completion of such well to The Tanaha or shallower oil or gas sand boring shall be and operate as a full liquidation of all right under this provision during the remainder of the term of this lease.

The party of the second part shall have the right to use gas, oil and water produced on said land for its operation thereon except water from wells of first parties.

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

No well shall be drilled neare r than one hundred feet to the house or barn on said premises.