

Witness my hand and seal as such Notary public this 20 day of May 1910.

(seal)

H.A. Farns, Notary public.

My commission expires Dec. 14th, 1911.

Filed for record at Tulsa, Okla May 20, 1910 at 3:10 O'clock P.M.

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

OIL AND GAS LEASE.

THIS AGREEMENT, made between Motha Wallace and Onettie Wallace, his wife, partys of the first part, and I.N. Phipps and A.F. Amyx of Chanute, ~~the~~ partys of the second part:

WITNESSETH, that the party of the first part, in consideration of one dollar the receipt whereof is hereby acknowledged, and of the covenants hereinafter contained on the part of said party of the second part do hereby lease unto the party of the second part the exclusive right for ten years from date hereof to enter upon, operate, for and procure oil and gas upon the following premises, situated in Tulsa County, Okla. to-wit:

East  $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Sec. 36 N. Twp. 17 N. Range 14 E acres----  
containing eighty (80) acres more or less. The party of the second part agrees to deliver to the party of the first part one eighth of the oil realized from these premises, in tanks at the wells without cost, or pay the market price therefore in cash at the option of the first party. If oil or gas be found on these premises, all rights, benefits and obligations, secured hereby shall continue ten years and as much longer as either can be procured in paying quantities. If gas is found in any well or wells first party is to have on demand sufficient gas for domestic purposes on said premises free, by making his or their own connections; the said second party to have free gas for drilling, pumping or running any machinery in connection with the developing of the said above described lease. If second party shall sell or market gas from any well producing gas, it shall pay first party therefor an annual royalty of One hundred (\$100) Dollars per year for each well during the time such gas shall be sold or marketed from said well. Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the premises, and pay all damages to growing crops caused by reason of its operations; no well to be drilled less than 150 feet of any building on said premises except by mutual consent.

Second party shall have privilege of using sufficient water from the premises, and if necessary to drill therefor.

~~Second party shall have privilege of using sufficient water from the premises and if necessary to drill~~

In case no well or prospect hole is commenced on said premises within six (6) months of date hereof all rights and obligations secured under this contract shall cease upon notice in writing by the party of the first part unless the second party shall elect from year to year to continue this lease in force by paying a semi annual rental of Fifty (50) cents per acre for all of said premises, or such portion thereof as it may designate until a well or prospect hole is drilled on said premises. Said rentals to be paid by deposit to credit of first party in the First State Bank of Oklahoma, Okla, Provided, however, that second party shall have the right at any time to terminate this Lease by notice in writing or by surrendering this lease, and shall thereafter be released from all obligations and liabilities under the same.