Oil and Gas Lease.

AGREEMENT, Made and entered into the 26th day of May A.D. 1910 by and between Leroy Sunday, a minor, William Sunday, Guardian of----party of the first part, lessor, and Jessie Oil Company, a corporation of Tulsa, Oklahoma, party of the second part, lessee.

Witnesseth, that the said party of the first part, for and in consideration of the sum of Three Hunered twenty dollars in hand well and truly paid by the said party of the second part the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the party of the second part, to be paid, ke pt and performed, has granted, demised leased and let, and by these presents does grant, demise, lease and let unto the said party of the second part its successors and 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

South Half $(\frac{1}{2})$ of the Southeast Quarter $(\frac{1}{4})$ of Section Twelve (12) Township Twenty (20) Range Thirtee n (13)

of section ---- Township ----- Range ----- and containing eithty acre, more or less.

It is agreed that this lease shall remain in force for the term of ten years from this date, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, its successors and assigns.

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

lst. To deliver to the credit of the first party his heirs, executrs, administrators, successors and assigns, free of cost, in the pipe line to which it may connect its wells, the equl one eighth part of all oil produced and saved from the leased premises.

2nd. To pay to first party One mundred and 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 party to have gas free of cost to heat--stoves in dwelling house on said premises during the same time.

3rd. To pay to first party for gas produced from any oil well and used off the premises at the rate of fifty 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 complete a well on said premises within twelve months from the date hereof, or pay at the rate of one dollar per acre in advance for each additional twelve months such completion is delayed from the time above mentioned for the completion of such well until a well is completed and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent 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 from wells, springs, or streams produced on said land for its operation thereon, except water from wells of first party.

When requesed by first party the second party shall bury its pipe lines below plough depth on cultivated land.

No well shall be drilled nearer than 300 feet to the house or barn on said premises. Second party shall pay for damages caused by it to growing crops on said lands.

The party of the second part shall have the right at any time to remove all ma-

1111 20