

COMPALED

OIL AND GAS LEASE.

THIS INDENTURE OF LEASE, made and entered into the 21st day of June A.D. 1910, by and between Lovely Mackey, postoffice address Muskogee, of Agency Township, county of Muskogee, and state of Oklahoma, lessor, and O. K. Eysenback, of Tulsa, Okla. lessee,

WITNESSETH, that the said lessor for and in consideration of the sum of \$47.33 $\frac{1}{3}$ dollars in hand well and truly paid by the lessee the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed has granted demised leased and let, and by these presents doth grant, demise, lease and let unto the lessee his heirs or assigns, all the oil and gas in and under the following described tract of land, also the said tract of land for the sole and only purpose of entering upon, operating thereon, and removing therefrom said oil and gas for the term of ten years from date, and as much longer thereafter as oil or gas is produced thereon, with the right to use oil, gas or water therefrom, and all rights and privileges necessary or convenient for such operation, also the right to remove at any time all property, pipes and improvements placed or erected in or upon said land by the lessee Said land being all that certain tract of land situated in Tulsa County, State of Oklahoma, bounded and described as follows, to-wit;

All his interest in and to Lots one (1) two (2) and six (6) of section 4 Township 17 North, range 13 East, Lots one (1) five (5) and six (6) and the North east quarter of northeast quarter section 18, township 18 Range 13, East of the Indian Meridian containing 142 acres more or less.

In consideration of the premises the said lessee covenants and agrees.

First--To deliver to the credit of the lessor or lessors his heirs or assigns free of cost into tanks or pipe lines to which he may connect the wells the equal $\frac{1}{3}$ of $\frac{1}{8}$ part of share of all the oil produced and saved from the leased premises.

Second. To pay the lessor fifty dollars each year in advance for the gas from each well where gas only is found, while the same is being sold off the premises and the lessor to have gas free of cost at his own risk for one dwelling house on said premises, during the same time, to be used economically.

Third. The lessee agrees to commence a well on said premises within 12 months from date hereof or pay $\frac{1}{3}$ of \$104.50 dollars for each additional 12 months such commencement is delayed from the time above mentioned for commencing of such well until a well is commenced, said payment to be in advance.

Fourth. The lessee further agrees to bury pipe lines for oil in cultivated fields below plow depth when requested to do so by lessor and to pay for damages done growing crops while drilling.

Fifth. The lessee agrees not to drill any wells within 250 feet of any buildings on said premises without the written consent of the lessor.

FURTHERMORE, the lessor hereby release and waive all rights under and by virtue of the homestead exemption laws of this state as they may effect said premises. And the lessor also consent to the lessee selling or disposing of said lease.

Furthermore, it is mutually agreed by and between the parties hereto that the lessee shall have the right to use gas, oil and water produced on said land