

Filed for record at Tulsa, Okla June 29, 1910 at 3 o'clock P.M.

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

OIL AND GAS LEASE.

COMPARED

THIS AGREEMENT Made this 28th day of June A.D. 1910, by and between Jessie L. Benge, a single woman, of Tahlequah, Oklahoma, of the first part, and Victoria Oil Company of Vinita, Oklahoma,,

WITNESSETH, that the said party of the first part for Two hundred & no/100 (\$200.00) dollars the receipt whereof is hereby acknowledged and in further consideration of the covenants and agreements hereinafter mentioned has granted, demised, leased and let unto the party of the second part its successors heirs and assigns, all of the oil and gas in and under that certain tract of land hereinafter described, and also the said tract of land for the purpose and with the exclusive right of drilling and operating for said oil and gas, which said tract of land is situated in the County of Tulsa, State of Oklahoma and described as follows, to-wit:

The north half (N $\frac{1}{2}$) of Lot four (4) and Northwest quarter (NW $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of section 31, Township 22 North and Range 13 East, containing 27.855 acres more or less. But no wells shall be drilled within one hundred feet of the present buildings except by the consent of both parties.

The party of the first part grants the further privilege to the party of the second part its successors heirs and assigns of using sufficient gas oil and water from the premises necessary to the operation thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time any machinery and fixtures placed on the premises by the said lessees.

TO HAVE AND TO HOLD the same unto the said part-- of the second part its successors heirs and assigns, with the right to sublet and subdivide for the term of five (5) years from the date hereof, and as long thereafter as oil and gas is found in paying quantities.

In consideration whereof, the said party of the second part agrees to deliver to party of the first part in tanks or pipe lines the one eighth part of all oil produced and saved from the leased premises and should gas be found in paying quantities party of the second part agrees to pay Fifty & no/100 (\$50.00) dollars for each non-utilized well and One hundred fifty & no/100 (\$150.00) dollars for each utilized well yearly in advance, for the product from each well, while the same is being sold off the premises, and the first party shall have free use of gas for domestic purposes, by making her own connections for such gas at the well at her own risk and expense.

Second part agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises and to pay for all damages to growing crops caused by said operations.

Provided, however, that if a well is not commenced on said premises within ninety days from the date hereof then this lease and agreement shall be null and void, unless the party of the second part its successors or assigns within each and every thirty days after the expiration of the time above men-