

My commission expires March 12, 1913.

Filed for record at Tulsa, Okla Jul 8 1910 at 2:30 O'clock P.M.

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

OIL AND GAS LEASE.

COMPARED

THIS INDENTURE OF LEASE, Made and entered into the 5th day of July A.D. 1910, by and between Lynde-Bowman Darby Company, a corporation Postoffice address, Muskogee, Oklahoma, of-----Township, County of Muskogee, and state of Oklahoma, lessor and W.C. Bailey lessee.

WITNESSETH, that the said lessor for and in consideration of the sum of one dollar and other valuable considerations, dollar-- 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 do 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 five 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, including the right to erect tanks, structures and stations thereon to take care of said products, also the right to remove at any time all property, pipes and improvements placed or erected in or upon said land by the lessee including the right to draw and remove all casing, Said land being All that certain tract of land situated in----Township, Tulsa County State of Oklahoma, bounded and described as follows, to-wit: The North half of the Southeast quarter of Section Nine (9) Township Eighteen (18) north, range Thirteen (13) East, and northwest quarter (1/4) of Southwest quarter (1/4) and west half of north east quarter of south west quarter section ten (10) township eighteen north range thirteen (13) east containing one hundred and thirty acres more or less.

In consideration of the premises the said lessee covenant and agree.

First: To deliver to the credit of the lessor or lessors, its heirs or assigns, free of cost, into tanks, or pipe line to which he may connect the wells, the equal one eight part or share of all the oil produced and saved from the leased premises.

Second. To pay the lessor one eighth of the proceeds from the sale of all 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 the well, connections to be made at its own risk and expense, for one dwelling house on said premises, during the same time, to be used economically.

Third. The lessee agrees to commence drilling a well on said premises within 12 months from date hereof, or pay Two hundred eighty dollars (\$280.00) for each additional 12 months such commencement is delayed from the time above mentioned for the commencing of such well until a well is commenced. It is further agreed that the completion of such well shall be and operate as a full liquidation of all rentals under this provision during the remainder of the term of this lease.

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 damage done growing crops while drilling.