

AGREEMENT, Made and entered into the 8th day of March, A. D. 1911, by and between

Mary G. Gladney, Telegraph, part of the first part, lessor, and David Rabinowitz, a corporation, of part of the second part, lessee,

WITNESSETH, That the said part of the first part, for and in consideration of the sum of One Dollars, in hand well and truly paid by the said part of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the part of the second part, to be paid, kept and performed, has granted, demised, leased and let, and by these presents do grant, demise, lease and let unto the said part of the second part, heirs, executors, administrators, 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:

a 1/2 undivided interest in and to the S.E. 1/4 of S.E. 1/4 section One to 20 N. R. 12 E. containing 40 acres more or less according to U.S. Survey thereof

of Section 1, Township 20 N., Range 12 E., and containing 40 acres more or less

It is agreed that this lease shall remain in force for the term of 45 years from this date, and as long thereafter as oil or gas or either of them is produced therefrom by the part of the second part, heirs, executors, administrators, successors and assigns.

In consideration of the premises the said part of the second part covenants and agrees:

1st. To deliver to the credit of the first part, heirs, executors, administrators, successors and assigns, free of cost, in the pipe line to which it may connect, the wells, the equal part of all oil produced and saved from the leased premises.

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

3rd. To pay to first part for gas produced from any oil well and used off the premises at the rate of Dollars per year for the time during which such gas shall be used, said payments to be made each three months in advance.

The part of the second part agrees to complete a well on said premises within One year from the date hereof, or pay at the rate of Dollars, in advance, 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 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 part 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 part.

When requested by first part, the second part shall bury pipe lines below plough depth.

No well shall be drilled nearer than 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 part of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. All payments which may fall due under this lease may be made direct to Mary G. Gladney or deposited to her credit in First State Bank of Telegraph.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and date last above written.

My commission expires 1911 Seal Matha C. Castled Notary Public.

STATE OF OKLAHOMA, Cherokee County, ss.

On the 8th day of March, A. D. 1911, before me, the undersigned

a Notary Public in and for said County and State, duly qualified, commissioned and acting as such, personally appeared Mary G. Gladney

and personally known to me to be the identical person who executed the within and foregoing instrument, as lessor, and acknowledged to me that she had executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and date last above written.

My commission expires 1911 Seal Matha C. Castled Notary Public.

STATE OF OKLAHOMA, Cherokee County, ss.

Before me, a Notary Public in and for said County and State, on this day of March, A. D. 1911,

personally appeared to me known to be the identical person who subscribed the name of the lessee, to-wit:

and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and date last above written.

My commission expires 1911

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 14th day of March, A. D. 1911, at 3 o'clock P. M., and duly recorded in Book on page Fee, \$

Seal H. C. Wadley Register of Deeds.

The duty of the second part shall not be bound by any change in the ownership of said land under duty imposed by any change in ownership of the parties.