OIL AND GAS LEASE.

COMPARED

GEO. B. BARSE & CO., ST. LOUIS

THIS AGREEMENT, Made this _1st_ day of _July_ A. D. 191_0_, by and between _Minnie Jones Wyly and T. E. Wyly_ of the first part, and _Ava Dunkler_ of the second part,

WITNESSETH, That the said party of the first part, for One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, and in further consideration of the rents, covenants and agreements hereinafter mentioned, has granted, demised and let unto the party of second part, their heirs, successors and assigns, all the oil and gas in and under that certain tract of land hereinafter described, and also all 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 _Tulsa_ County, Oklahoma, and described as follows, to-wit:

E² NE¼ of NE¼ Section _11_ Township _2.0_ Range _1.3_ Acres _2.0_

Section _____ Township _____ Range _____ Acres _____

Section _____ Township _____ Range _____ Acres _____

Section _____ Township _____ Range _____ Acres _____

containing _2.0_ acres, more or less. But no wells shall be drilled within _150_ feet of the present buildings, except by mutual consent.

The party of the first part grants the further privilege to the party of the second part, their heirs, successors and assigns, of using sufficient water and gas from the premises necessary to the operations 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 machinery or fixtures placed on the premises by said second party.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, their heirs, successors and assigns, for the term of ten years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said second party.

IN CONSIDERATION WHEREOF, The said part _y_ of the second part agree _s_ to deliver to part _y_ 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 on said premises in paying quantities, second part _y_ agrees to pay _$150.00_ yearly for the products of each gas well, while the same is being sold off the premises, and first part _y_ shall have free use of gas for domestic purposes, by making _their_ own connections for such gas at the well at _their_ own risk and expense.

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

PROVIDED, HOWEVER, That if a well is not _completed_ on said premises within _one year_ from date hereof, then this lease and agreement shall be null and void, unless the part _y_ of the second part within each and every _year_ after the expirations of the time above mentioned for the _completion_ of a well, shall pay a rental of _one dollar per acre_ until a well is _completed_ thereon, or until this lease is cancelled as hereinafter provided.

And it is agreed that the completion of a well shall be and operate as a full liquidation of all rental under this provision during the remainder of this lease.

All rentals and other payments may be made direct to part _y_ of the first part or may be deposited to _his_ credit at _____ And further, upon the payment of One Dollar at any time after _one year_ by the part _y_ of the second part, _their_ heirs, successors and assigns, to the part _y_ of the first part, _their_ heirs, successors and assigns, said lessee _s_ shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease become absolutely null and void.

All the conditions between the parties hereto shall extend and apply to their heirs, successors and assigns.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals, the day and year above written.

Signed, Sealed and Delivered in the Presence of

Minnie Jones Wyly [SEAL.]

T. E. Wyly [SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

STATE OF OKLAHOMA, County of _Adair_
On the _July 30_ day of _____ 191_0_, before me, the subscriber, a _Notary Public_ in and for said County and State, personally appeared _Minnie Jones Wyly & T. E. Wyly her husband_ to me known to be the identical person _s_ named in, and who executed the foregoing instrument, and acknowledged to me that _they_ executed the same as _their_ free and voluntary act and deed, including the release and waiver of rights under the Homestead Exemption Laws, for the uses and purposes therein set forth, and desired that it might be recorded as such.

WITNESS my hand and official seal, on the date above written.
My Commission Expires _July 2, 1912._ [Seal] _Harry Winant_ Notary Public.

STATE OF OKLAHOMA, County of _____ ss.
On the _____ day of _____ A. D. 191_, before me, the subscriber, a _____ in and for said County and State, personally appeared _____ to me known to be the identical person _____ named in, and who executed the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, including the release and waiver of rights under the Homestead Exemption Laws, for the uses and purposes therein set forth, and desired that it might be recorded as such.

WITNESS my hand and official seal, on the date above written.
My Commission Expires _____ Notary Public.

STATE OF OKLAHOMA, _____ County.
This instrument was filed for record on the _19_ day of _Aug_ A. D. 191_2_, at _1.25_ o'clock _P_ M., and duly recorded in Book _____ on page _____

[Seal] _H. C. Walkley_
Register of Deeds.