

COMPARED

OIL LEASE

THIS AGREEMENT MADE this 15th day of October, 1910 A.D. 190-- Between Mary N. Justus, Nee Leerskov, and A.G. Justus her husband, of Tahlequah, Cherokee County, and State of Oklahoma, party of the first part and Hecla Oil Company of Tulsa Okla. party of the second part.

Witnesseth, that the parties of the first part, in consideration of the covenants and agreements hereinafter contained and of the sum of one 00/100 dollars, (\$1.00) the receipt of which is hereby acknowledged, does hereby demise, let and grant unto the party of the second part all the oil and gas in or under All that certain tract of land, situate in 21-12 Township Tulsa County, State of Oklahoma, described as follows, to-wit:

The northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Sect. 35, Twp. 21 N. Range 12 E. containing ten (10) acres, more or less, TOGETHER with the exclusive right to enter thereon at all times for the purpose of drilling and operating thereon for oil, gas or water, and to erect, maintain and remove all buildings, structures pipe lines and machinery necessary and convenient for the production, storage and transportation of oil gas or water.

To have and to hold the said premises for the term of five years from the date hereof, and as much longer as oil or gas is found in paying quantities thereon.

THE ABOVE GRANT IS MADE UPON THE FOLLOWING TERMS:

1. The party of the second part agrees to commence operations upon said premises within twelve months from this date or thereafter to pay to ^{first} the parties an annual rental of ten 00/100 dollars, in advance for further delay, until operations are commenced, said rental to be deposited to the credit of the party of the first part in First State Bank of Tahlequah, Oklahoma, or to be paid direct to said first parties and a failure to commence such operations or to pay said rental shall render this lease null and void, and neither party hereto shall be held to any accrued liability or to any damages, or be liable upon any stipulations or conditions herein contained.

2. If oil be found in paying quantities upon said premises, the second party agrees to deliver to first parties in the pipe line with which he may connect the wells or wells the eighth part of all the oil produced or saved from said premises.

3. The party of the second part agrees to pay in yearly payments at the end of each year one hundred and fifty 00/100 dollars, on each gas producing well, from which gas is transported or used off the leased premises, the said payment to be made direct to the ^{first} parties or deposited to their credit in the bank aforesaid.

4. The parties of the first part shall have the right to use said premises for farming purposes except such parts thereof as may be necessary for said mining operations.

5. The party of the second part shall have the right to use casing head gas from the wells on this lease for the purpose of operating said wells and wells owned by second party on other farms.

6. The second party shall pay all damages to growing crops caused by the aforesaid operations.

7. No well shall be drilled nearer than one hundred feet to the buildings on said premises.