

OIL AND GAS MINING LEASE.

THIS AGREEMENT, made and entered into this 2nd day of November 1910, by and between John W. Archer, party of the first part, and W.T. Gilcrease and H.B. Martin, parties of the second part, witnesseth:

That the party of the first part, for and in consideration of the sum of Three Hundred (\$300.00) dollars in hand well and truly paid by the said parties of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the parties of the second part, to be paid, kept and performed, has granted, demised leased and let, and by these presents does demise, grant, lease and let unto the said parties of the second part, their successors or 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, all that certain tract of land situated in the County of Tulsa and State of Oklahoma, as follows, to-wit:

The East Half (1/2) of the Southeast Quarter (1/4) The East Twenty (20) acres of Lot Seven (7) and all of Lot eight (8) of Section Twenty three (23) Township Twenty (20) North of Range Twelve (12) East of the Indian Meridian containing One Hundred twenty nine and 80/100 acres (129 80/100) more or less.

It is agreed that this lease shall remain in force for the term of ten years from this date, and as long thereafter as oil or gas, or either of them, is produced therefrom by the parties of the second part, their successors or assigns, in paying quantities.

And it is further agreed that the party of the first part shall at once prosecute an action in the court of appropriate jurisdiction to cancel and annul a certain purported oil and gas mining lease heretofore on the 6th day of April, 1910, executed by the said party of the first part to one T.W. Overman upon said lands.

And the said party of the first part covenants to the parties of the second part, their successors and assigns, that at the time of the execution of these presents, he is seized in his own right of an indefeasible estate of inheritance in fee simple in and to said lands, and that he will warrant and defend the same to the said parties of the second part, their successors or assigns, against all persons whatsoever lawfully claiming or to claim the said lands.

And in consideration of the premises the said parties of the second part covenant and agree.

First, to pay to the party of the first part, his heirs or assigns one-eighth of the proceeds of the sale of all oil produced and sold from said premises, at the current market prices of such oil.

Second. To pay to the party of the first part Fifty and no/100 dollars each quarter year, in advance, for the gas from each well where only gas is found, when the same is being used off the premises, and the first party to have gas, free of cost, to heat and light one dwelling house during the same time for domestic use.

Third. To pay to the party of the first part for gas produced from any oil well and used off the premises at the rate of Fifty Dollars per quarter year for the time during which such gas shall be so used, said payments to be