

## OIL LEASE.

Made this 16th day of November, A. D. 1910, between Vera McBirney and J. H. McBirney, of Tulsa, Tulsa county, and state of Oklahoma, Parties of the first Part, and Jesse R. Leonard of Beaver, Pa., 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) and other good and valuable considerations, 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 19-12 township, Tulsa county, state of Oklahoma, described as follows, to-wit:

The south half of the northeast quarter of sect. 23, Twp 19 N., range 12 east of the Indian meridian, containing eighty (80) acres, more or less,

Together with the exclusive right to enter thereon at all times for the purpose of drilling and operating <sup>thereon</sup> for oil, gas or water; and to erect, maintain and remove all buildings, structure, pipes, pipelines 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 years ending March 31, 1920, The above grant is made upon the following terms:

1. The Party of the second Part agrees to pay to first Parties an annual rental of sixty 00/100 Dollars, in advance, dating from March 30, 1911, said rental to be deposited to the credit of the Parties of the first Part in Bank of Commerce, of Tulsa, Okla., or to be paid direct to said first Parties; and a failure to pay said rental, shall render this lease null and void, and neither Parties 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, at the pipe line with which he may connect the well 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 Two hundred and fifty 00/100 Dollars, on each gas producing well, 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, this lease is to supercede and take the place of an oil and gas mining lease covering the same land, dated March 31, 1905 and executed by Vera McBirney nee Clinton, which said lease is hereby cancelled and rendered null and void.

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 fifty feet to the buildings on said premises.

8. The second Party may, at any time, remove all his property and re-convey the Parties of the first Part, or their assigns, the premises hereby granted, and thereupon this instrument shall become null and void.

9. The second Party shall have the right to erect, maintain, operate and remove all necessary pipes, pipe lines, steam, water, gas and shackle lines connecting with like lines to and from adjoining lands controlled by the second party.

It is understood between the parties to this agreement that all conditions between