

COMPARED

OIL AND GAS LEASE.

This agreement, made and entered into in duplicate the 6th day of January, A. D. 1911, by and between Chas L. Brown, and Hiram E. Ellingwood, Parties of the first part, lessor, and C. M. Van Pelt, Party of the second Part, lessee,

Witnesseth, that the said Party of the first Part, for and in consideration of the sum of \$ One Dollar. (\$1.00) Dollars to them in hand well and truly Paid by the said Party of the second Part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the Part of the Party of the second Part, to be paid, kept and Performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said second Part, his heirs, successors, or assigns for the sole and only Purpose of mining and operating for oil and gas, and of laying ^{gas} pipelines and of building tanks, Powers, stations and structures thereon to Produce and take care of said Products all that certain tract of land situated in the county of Tulsa, state of Oklahoma, described as follows, to-wit:

The west one half ($\frac{1}{2}$) of southeast quarter ($\frac{1}{4}$) and the southwest quarter ($\frac{1}{4}$) of northeast quarter ($\frac{1}{4}$) of sec 10 town 22, range 13 east.

Containing 120 acres more or less.

It is agreed that this lease shall remain in force for the term of five years from this date, and as long thereafter as oil or gas, or either of them if Produced therefrom by the Party of the second Part, its successors or assigns.

In consideration of the Premises the said Party of the second Part covenants and agrees.

1st. To deliver to the credit of the first Party, their heirs and assigns free of cost, in the Pipe line to which he may connect his wells, the equal one eighth ($\frac{1}{8}$) Part of oil Produced and saved from the leased Premises.

2nd. If gas is found on said Premises in Paying quantities, second Parties agree to Pay to first Parties at the rate of \$150.00 Dollars Per annum for each gas well Producing three million cubic feet of gas or less Per day, and fifty (\$50.00) Per annum for each additional million cubic feet of gas Per day said well or wells Produce when said gas is sold or used off the Premises.

The Parties of the second Part agree to Pay to the Parties of the first Part a rental of One (\$1.00) Dollar Per acre Per annum, the first advance Payment of said rental to be Paid to the first Parties on the 15th day of January, 1912, and annually thereafter; Provided that if oil or gas is found in Paying quantities on the above described land all further rentals shall cease. In event a dry hole is drilled on said Premises this lease shall remain in force for a Period of one year from the date of the completion of the said dry hole, and if the second Parties desire to continue the lease in force after the expiration of the said one year, they shall then Pay an anual rental of one Dollar Per acre until oil or gas is Produced.

3rd. The Party of the first Part shall have the right to use, free of cost, gas oil and water Produced on said land for his operation thereon, except water from wells of said first Party. When requested by first Party, the second Party shall bury his Pipe lines below Plow depth. No well shall be drilled nearer than 300 feet to the house or barn on said Premises.

second Party shall Pay for damages caused by operations to growing crops on said land. The Party 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.

The Party of the second Part shall not be bound by any change of the ownership of said land until duly notified of any change, either by notice in writing duly signed by the Parties to the instruments of conveyance, or by the receipt of the original instrument