

Filed for Record at Tulsa, Okla., Jan 27, 1911, at 1:00 P. M.

H. C. Walkley, register of deeds. (SEAL)

OIL AND GAS MINING LEASE.

This memorandum or agreement, made and entered into this 26th day of September, 1910, by and between Janie Smith of Jenks, Oklahoma, Party of the first Part, lessor, and G. W. Barnes of Muskogee, Oklahoma, Party of the second Part, lessee:

Witnesseth: The said Party of the first Part, for and in consideration of the sum of One and 00/100 (\$1.00) Dollars to her in hand 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 Party, his heirs, executors, administrators and assigns, for the sole and only purpose of mining and operating thereon for oil and gas, and of laying Pipe lines and of building tanks, Power stations and structures thereon, to Produce and take care of said Products, for and during a Period of five (5) years from and after the date hereof, and as much longer thereafter as oil or gas is found in paying quantities, all that certain tract of land situate in Tulsa county, state of Oklahoma, described as follows, to-wit:

W2 of NE4 of NE4 and SE4 of NE4 of NE4 and SE4 of NE4 and N2 of SE4 of section eleven, township eighteen north, range twelve east, containing 150 acres, more or less.

In consideration of the Premises, the said Party of the second Part covenants and agrees as follows:

1st: To deliver to the credit of the first Party, her heirs or assigns, free of cost in the Pipe line to which he may connect his wells, the equal one tenth Part of all oil Produced and saved from the leased Premises.

2nd: To Pay to first Party each year, in advance, for the gas from each well where gas only is found, while the same is being used off the Premises, and the first Party to have gas free of cost from any such well for two stoves and two inside lights, in the Principal dwelling house on said land, during the same time, by making her own connections with the well, the sum of one hundred and fifty (\$150.00) Dollars.

3rd: To Pay to first Party for gas Produced from any oil well and used off the Premises, at the rate of fifty and 00/100 (\$50.00) Dollars Per year for the time during which such gas shall be so used, said Payments to be made each three (3) months in advance.

party of the second Part agrees to complete a well on said Premises within one year from the date hereof, or Pay at the rate of forty and 00/100 (\$40.00) Dollars in advance for each additional three (3) months such completion is delayed until a well is completed, and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this Provision during the remainder of the term of this lease.

party of the second Part shall not be bound by any change in the ownership of said land until duly notified of any change either in writing duly signed by the Parties to the instrument of conveyance, or by the receipt of the original instrument of conveyance or a duly certified copy thereof.

The Party of the second Part shall have the right to use, free of cost, gas, oil and water Produced on said land, for his operations thereon, except water from the wells of the first Party.

When requested by first Party, second Party shall bury its Pipe lines Plow depth.

No wells shall be drilled nearer than two hundred (200) feet to the house or barn