

My commission expires Dec 7<sup>th</sup> 1914.

Filed for record at Tulsa, Okla., Feb 15, 1911, at 11:00 A. M.

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

COMPARED

OIL & GAS LEASE.

In consideration of the sum of one hundred (\$100.00) dollars, the receipt of which is acknowledged by the first Part, William T. Harnage, lessor, first Party hereby grant and convey unto B. Rabinovitz, lessee, second Party all the oil and gas in and under the Premises herinafter described with said Premises for the purposes and with the exclusive right to enter thereon at all times by him self, agents and employees, to drill and operate wells for oil, gas and water, and to erect, maintain, occupy, repair and remove <sup>all</sup> buildings, telephone poles and wires, structures, pipelines, machinery and appliances that second Party may deem necessary, convenient or expedient to the production of oil, gas and water, thereon, and the transportation of oil, gas and water, on, <sup>up</sup> and over said <sup>premises</sup> and the highways along the same, except that first Party shall have the full one-eighth part of all oil produced and saved on the premises, and first Party agrees to accept said share of said oil, as full compensation for all products of each well in which oil is found. Said real estate, and premises are located in Tulsa county, Oklahoma, and described as follows to wit:

South half (S2) southwest quarter (SW4) northeast quarter (NE4) and south half (S2) southeast quarter (SE4) northwest quarter (NW4) and northwest quarter (NW4) southwest quarter (SW4) northwest quarter (NW4) section 36, township 21 north, range 12 east. containing fifty (50) acres, more or less.

To have and to hold said premises for said purposes for the term of five (5) years from this date, and so long thereafter as gas is produced thereon.

It is agreed that, while the product of each well in which gas only is found shall be marketed from said premises, the second Party will pay to the first Party therefor at the rate of two hundred fifty (\$250.00) dollars per annum and give the first Party free gas for domestic purposes at the dwelling house during the same time.

Whenever first Party shall request it, second Party shall bury all oil and gas lines which are laid over tillable ground. Second Party also agrees to pay all damages done to crops by reason of laying and removing pipe lines. No well to be nearer than 250 feet of residence buildings ~~buildings~~ on premises.

Second Party agrees to begin a well on said premises within thirty (30) days from date or or within thirty days from the date of sufficient rainfall to supply water for drilling purposes, and to continue operations with due diligence until a well is completed.

All moneys falling due under the terms of this grant may be paid direct to the first Party or, to the credit of first Party at the first National Bank, Talequah, Oklahoma,

In further consideration for the payment of said sum of five (\$5.00) dollars first above mentioned first Party grants, unto second Party the exclusive option to release and terminate this grant or any undrilled portion thereof at any time; thereafter all liabilities of second Party as to the portion released shall cease and determine.

Second Party covenants and agrees to at once prepare earthen tanks on said premises to catch water for drilling purposes, and to make all other necessary preparations to