

REAL ESTATE MORTGAGE. *void copied elsewhere*

THIS INDENTURE, Made this 11th, day of December, A. D., 1908, by and between John Barrett and Myrtle Barrett, husband and wife, of the County of Tulsa and State of Oklahoma, parties of the first part, and F. M. Sutton party of the second part,

WITNESSETH:

OIL AND GAS LEASE. *R.P.*

AGREEMENT, Made and entered into the 21st, day of October, A. D., 1908, by and between James P. Allen, of Henry County, Missouri, party of the first part, and J. C. Beedy, of Kansas City, Mo., party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar ~~to him~~ 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 said party of the second part, to be paid/kept and performed, has granted and conveyed, and by these presents do grant and convey unto the said party of the second part, his successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and of building tanks, stations and structures thereon to take care of said products, all that certain tract of land, situated in Tulsa County, Oklahoma to wit:

The NW/4 of the NW/4 and the SE/4 of the NW/4 and the NE/4 of the SW/4 of the NW/4 of Section 23, Twp. 20 N., Range 13 East, and the S/2 of the NW/4 of Section 1, Twp. 21 N., Range 13 E., containing acres, more or less, reserving, however, therefrom 150 feet around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this grant shall remain in force for a term of 15 years from this date, and as long thereafter as oil or gas, or either of them, is produced therefrom by the party of the first part, his 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 his heirs or assigns, free of cost, into the pipe line to which it may connect its wells, or in tanks at the wells, or pay the market price therefor in cash, the equal 1/10 part of all oil produced and saved from the premises; and,

2nd. To pay Fifty Dollars per year for the gas from each and every <sup>gas</sup> well drilled on said premises; the product from which is marketed and used off the premises, said payments to be made on each well within sixty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter while the gas from said well is so used.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises.

The party of the second part further agrees that in case no well is drilled for oil or gas within five years from the date hereof, all rights and obligations secured under this grant and demise shall cease and determine upon three months notice in writing being served by the party of the first part, unless the party of the second part shall elect from year to year to continue this grant and demise in force as to any and all portions of the premises by paying in advance an annual rental of \$ 10 cts. per acre for all of said lands or such portion thereof as the party of the second part may designate, until a well is drilled, provided that, upon the completion of said well, the above provided for rentals shall cease. Such payments may be made direct to James P. Allen or deposited to his credit in the Citizens Bank of Windsor Mo.

It is agreed that the second party is to have the privilege of using sufficient water from the premises to run all necessary machinery, and at any time to remove all machinery and