

RP
OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 15th day of October, A. D., 1908, by and between S^u San Sanders, of Vinita, Oklahoma, County of Craig, State of Oklahoma, party of the first part and G. T. Braden, of Pittsburgh Pa., party of the second part:

WITNESSETH: That the said party of the first part for and in consideration of one Dollar to her 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 part of the second part, to be paid, kept and performed, has granted, demised, leased and let and by these presents do grant, demise, lease and let unto the said party of the second part his heirs, administrators, executors, 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 situate in Tulsa County, State of Oklahoma, hereby releasing and waiving all rights under and by virtue of the Homestead exemption laws of this State; bounded substantially as follows:

NW¹/₄ of SW¹/₄ and NE¹/₄ of NE¹/₄ of SW¹/₄ and S ¹/₂ of NE¹/₄ of SW¹/₄ and NW¹/₄ of SE¹/₄ of SW¹/₄ of Section 36, Twp., 20, Rge. 13. Containing Eighty (80) Acres, more or less, and being same land conveyed to first party by Florence Cook, by deed bearing date1,....reserving, however, therefrom 300 feet around the buildings on which no wells shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for a term of 5 years from this date and as long thereafter as oil or gas, or either of them is produced from said land by the party of the second part, his heirs, administrators, executors, successors and assigns/

In consideration of the premises the ^{said} party of the second part covenants and agrees:

1st. To deliver to the credit of the party of the first part, his heirs, administrators, executors and assigns, free of cost, in the pipe line to which party of the second part may connect his wells the equal 1/8 part of all oil produced and saved from the leased premises: and,

2nd. To pay Fifty (50) Dollars each three months in advance for the gas, from each and every gas well, drilled on said premises, the gas from which is marketed and used off the premises, while the gas from said well is so marketed and used.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. And further to complete a well on said premises within three months from the date hereof, or pay at the rate of Twenty (20) Dollars, quarterly in advance, for each additional three months such completion is delayed from the time above mentioned for the completion of such well until a well is completed; and it is agreed that the completion of such a well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this lease. Such payments may be made direct to the lessor or deposited to his credit in First National Bank of Tulsa, Okla.,

First party to have gas free for fuel and light in the dwelling on said premises by making her own connections to any well thereon.

It is agreed that the second party shall have the privilege of using sufficient water, oil and gas from said premises to run all necessary machinery for drilling and operating thereon and at any time to remove all machinery and fixtures placed on said premises; and further upon the payment of One Dollar, at any time, by the party of the second part, his heirs, administrators, executors, successors or assigns, to the party of the first part, her heirs, executors, administrators and assigns, said party of the second part, his heirs, executors, administrators, successors and assigns, shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine