

Tulsa
177-62

-----: OIL AND GAS LEASE -----

AGREEMENT Made and entered into the 1st day of September, D. 1908 by and between Jay Johnson a single man of Tulsa Okla. Oklahoma, party of the first part and John F Hayden of Tulsa Okla. 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 herein-after 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 does grant, and convey unto the said party of the second part, his successors or assigns for the sole and only purposes of mining and operating for oil and gas, and of laying pipe lines and of buildings tanks, stations, structures thereon to take ^{care} ~~care~~ of the said products, All that certain tract of land situate in Tulsa County Oklahoma, to-wit:

The S E 1/4 of N E 1/4 of Sec 20 Twp 20 and North Range 13 East. containing (40) acres more or less, reserving however, therefrom ⁰ 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 ~~xxx~~ remain in force for the term of ten years from this date, and as long ~~xx~~ thereafter as oil or gas or either of them is produced therefrom by the party of the second 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} ~~heirs~~ or assigns, free of cost in the pipe line to which he may connect his 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 these premises, and 2nd: To pay One Hundred and Fifty (\$ 150) Dollars ~~per~~ ^{year} for the gas from ~~each~~ ^{each} and every gas 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~~ ^{while} the gas from said wells 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. And further to complete a well on said premises within one year from the date hereof, or pay at the rate ~~of~~ ^{of} Ten and No/100 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 well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this grant. Such payments may be made direct to Jay Johnson or deposited to his credit in Farmers National Bank of Tulsa Okla.

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 fixtures placed on said premises and further upon the payment of Two and No/100 Dollars at any time by the party of the second part, his successors or assigns, ^{to} ~~at~~ the party of the first part, his ^{heirs} ~~heirs~~ or assigns, said party of the second part, his successors or assigns, shall have the right to surrender this grant for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this grant become absolutely null and void.