

OIL AND GAS LEASE RECORD No. 418

## OIL AND GAS LEASE RECORD No. 418

BLACK PRINTING CO., TULSA, OKLA.

209957 C.M. FROM

STATE OF OKLAHOMA, Tulsa County, ss. 29th  
 This instrument was filed for record on the 29th day of  
 of clock 2:10 P.M., and duly recorded in Book 418 on page 55.  
 O. D. Lawson, County Clerk.  
 By F. Delman, Deputy  
 Fees, \$.

AGREEMENT Made and entered into 26th day of September, 1922  
 by and between Buck H. Wills of Muskogee, Okla.

Part of the first part, hereinafter called lessor (whether one or more) and  
 Part of the second part, hereinafter called lessee.  
 WITNESSETH, That the said lessor, for and in consideration of ONE DOLLARS  
 cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee 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 lessee, for the sole and only purpose of mining and  
 operating for oil and gas, and laying pipe lines, and building tanks, powers, stations and structures thereon to produce, save and take care of said products, all that  
 certain tract of land situate in the County of TULSA, State of Oklahoma, described as follows, to-wit:

The SE.  $\frac{1}{4}$  SW  $\frac{1}{4}$  and the S.  $\frac{1}{4}$  SW SW. and S.  $\frac{1}{4}$ , S.  $\frac{1}{4}$ , N.  $\frac{1}{4}$ , SW. SW. of Section 10,  
 town 17N. Range 13 E., containing 65 acres more or less.

of Section 10 Township 17N. Range 13E. and containing 65 acres, more or less  
 It is agreed that this lease shall remain in force for a term of one years from date, and as long thereafter as oil or gas,  
 or either of them, is produced from said land by the lessee.  
 In consideration of the premises, the said lessee covenants and agrees: ~~WE~~ OUT  
 1st. To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved  
 from the leased premises.  
 2nd. To pay the lessor 1/8 Royalty DOLLARS  
 each year in advance, for the gas from each well where gas only is found, while the same is being used on or off the premises, and if used in the manufacture of gasoline  
 or any other product, a royalty of one-eighth (1/8), payable monthly at the prevailing market rate; and lessor to have gas free of cost from any such well for all stoves  
 and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the gas at his own risk.  
 3rd. To pay lessor for gas produced from any oil well and used on or off the premises or in the manufacture of gasoline or any other product, a royalty of one-eighth (1/8)  
 per year, for the time during which such gas shall be used, and payments to be made payable ~~in the~~ in the ~~manufacture of~~ in the ~~gasoline or~~ in the ~~any other~~ any other ~~product~~ product  
 If no well be commenced on said land on or before the 1st day of October, 1922, this lease shall terminate as  
 to both parties, unless the lessor on or before that date shall pay or tender to the lessor or to the lessor's credit in the  
 at ~~the~~ the ~~sum of~~ sum of ~~one~~ one DOLLARS, which shall operate as the depository regardless of the changes in the  
 ownership of said land, the sum of ~~one~~ one DOLLARS, which shall operate as a rental and cover  
 the privilege of deferring the commencement of a well for ~~one~~ one months from said date. In like manner and upon like payments or tenders the commencement  
 of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein  
 the down payment, covers not only the privileges granted to the date when said first rentals is payable as aforesaid, but also the lessee's option of extending that period  
 as aforesaid, and any and all other rights conferred.  
 Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve  
 months from the expiration of the last rental period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expir  
 ation of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon  
 the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall  
 continue in force just as though there had been no interruption in the rental payments.  
 If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provi  
 ded shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee simple estate therein.  
 Lessee shall have the right to use, free of cost, gas oil and water produced on said land for ~~the~~ the ~~operation~~ operation thereon, except water from wells of lessor.  
 When requested by the lessor, lessee shall bury ~~the~~ the ~~pipe lines~~ pipe lines below plow depth.  
 No well shall be drilled nearer than 200 feet to the house or barn now on the premises, without the written consent of the lessor.  
 Lessee shall pay for damages caused by ~~his~~ his ~~operations~~ operations to growing crops on said lands.  
 Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.  
 If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their  
 heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee un  
 til after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned  
 as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part  
 of the rents due from him, or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any a  
 assignee thereof shall make due payment of said rental.  
 Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem from  
 lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of  
 the holder thereof. It is further agreed that said well shall be drilled to what is known as the  
 Wilcox sand, and if said well or offset is a dry hole, then this lease shall become null  
 and void and of no effect.  
 In Testimony Whereof We Sign, this the 26 day of Sept. 1922.

WITNESS Buck H. Wills (SEAL)  
 (SEAL)  
 (SEAL)  
 (SEAL)

## ACKNOWLEDGMENT TO THE LEASE

STATE OF OKLAHOMA, County of Creek, ss.  
 BE IT REMEMBERED, That on this 26th day of Sept. 1922, before me, a Notary Public, in and for said County and State, personally appeared on this 26th day  
 of Sept. 1922, personally appeared Buck H. Wills and  
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that  
 same as ~~his~~ his free and voluntary act and deed for the uses and purposes therein set forth.  
 In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.  
 Given under my hand and seal the day and year last above written.  
 My Commission Expires Oct. 20th, 1924. (Seal) J. H. Mitchell, Notary Public.

## ACKNOWLEDGEMENT WHERE THE LESSOR SIGNS BY MARK

STATE OF OKLAHOMA, County of ss.  
 On this day of A. D. 19, before me, the undersigned, a Notary Public, in and  
 for the County and State aforesaid, personally appeared and  
 to me known to be the identical person who executed the within and foregoing instrument by mark in my presence and in the pre  
 sence of ~~and~~ and ~~executed the same as~~ executed the same as ~~free and voluntary act and deed for the uses and pur~~  
 purposes therein set forth.  
 Given under my hand and seal of office the day and year last above written.

My Commission Expires Notary Public.  
 NOTE—The signature by mark of a lessor who cannot write his name must be witnessed by two witnesses, one of whom must write lessor's name near such  
 mark.

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:  
 That of the within named grantor in consideration of the sum of DOLLARS to in hand paid, the  
 receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto heirs, and assigns, the within grant.  
 TO HAVE AND TO HOLD THE SAME FOREVER, subject nevertheless, to the conditions therein contained.  
 In Witness Whereof, the said grantor ha hereunto set hand this day of 19 (SEAL)

## ACKNOWLEDGMENT OF THE ASSIGNMENT

STATE OF OKLAHOMA, County of ss.  
 Be It Remembered, That on this day of in the year of our Lord, one thousand nine hundred and  
 before me, a Notary Public, in and for said County and State, personally appeared  
 and to me known to be the identical person who executed the within and foregoing in  
 strument and acknowledged to me that ~~executed the same as~~ executed the same as ~~free and voluntary act and deed for the uses and purposes therein set forth~~  
 In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.  
 My Commission Expires Notary Public.