

OIL AND GAS LEASE RECORD No. 418

59

BLACK PRINTING CO. TULSA, OKLA.

211176 C. H. J.
FROM
TREASURER'S ENDORSEMENT
I certify that I received \$_____ of
_____ (herein in payment of)
_____ of the within mortgage.
_____ day of _____
WAYNE L. DICKEY, County Clerk

STATE OF OKLAHOMA, Tulsa County, ss. 13
This instrument was filed for record on the _____
of _____ A. D. 1922 at _____
o'clock, P. M., and duly recorded in Book 418 on page 29
(SEAL) O. D. Lawson
By F. Delman, County Clerk
Deputy
Fees, \$_____

AGREEMENT. Made and entered into this 15th day of August 1922
by and between W. R. McKee, of Tulsa, Oklahoma, and Cora B. McKee, his wife

W. J. Flesher, Tulsa, Oklahoma, 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 _____ 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 _____ State of Oklahoma, described as follows, to-wit:

Lot Four (4) of Section Twelve (12), Township Eighteen
(18) North, Range Twelve (12) East, except Twenty (20) acres
off the west side of said lot Four (4) which is retained by
the Pyramid Petroleum Company.

of Section 12 Township 18N Range 12E and containing 20.14 acres, more or less

It is agreed that this lease shall remain in force for a term of _____ 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:

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 _____ the equal one-sixth (1/6th) of _____ 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. and Addi-

tional. For each well where oil and gas is found and used on or off the premises, one-sixth of the oil gas _____ DOLLARS

per year for the time during which such gas shall be used, said payments to be made _____ monthly _____ and if used in the man-

ufacture of gasoline or any other product, a royalty of one-eighth (1/8) payable monthly, at the prevailing market rate _____

If no well be commenced on said land on or before the _____ day of _____ 1922, this lease shall terminate as

to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the _____ Bank

at _____ or its successors, which shall continue as the depository regardless of the changes in the

ownership of said land, the sum of _____ DOLLARS, which shall operate as a rental and cover

the privilege of deferring the commencement of a well for _____ 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 pro-

vided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury the 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 the 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 for

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. The royalty payable under this lease is to be one-fourth (1/4) of the oil as well as average twenty-five barrels per day or better based on a monthly gauge; and

one-fourth (1/4) of the gas proceeds from the gas as long as wells average two million feet

or better per acre per day. In Testimony Whereof We Sign, this the 15th day of August 1922.

WITNESS _____ W. R. McKee (SEAL)
_____ Cora B. McKee (SEAL)
_____ W. J. Flesher (SEAL)
_____ (SEAL)

STATE OF OKLAHOMA, County of Tulsa, ss.
BE IT REMEMBERED, That on this 15th day of August _____ in the year of our Lord, one thousand nine
hundred and twenty two _____ before me, a Notary Public, in and for said County and State, personally appeared
W. R. McKee _____ and Cora B. McKee _____

to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that they _____ executed the

same as their 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 Dec. 28, 1925. (Seal) Javel G. Pettus, Notary Public.

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 _____ and _____ mark _____ in my presence and in the pre-

sence of _____

as witnesses, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and pur-

poses 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 _____

State 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 _____ hereunto set _____ hand _____, this _____ day of _____ 19 _____

_____ (SEAL)

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 _____ 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.