OIL AND GAS LEASE

Form 86 Producers

AGREEMENT, Made and entered into the 27th day of Oct. 192 3 by and between
AGREEMENT, Made and entered into the 27th day of Oct. 192 3 by and between I. R. McCormick and his wife Nora McCormick
J. M. Penningtonparty of the second part, lessee
WITNESSETH. That the said lessor, for and in consideration of
North East Quarter of Section 15 and the North East Quarter of the South East Quarter of Section 15 and all of
section 15 Township 18 Range 13 and containing 200 acres, more or less
I section 10 Township 18 Range 12 and containing 200 areas, more or less It is agreed that this lease shall remain in force for a term of Five years from this date, and as long thereafter as oil or gas, of the respective 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 or reduced and saved from the leased premises.
2nd. To pay the lessor One Eighth of the proceedsDollars for the gas from each well where gas only is found, while the same is being used 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 principle dwelling house on said land during the same time by making his own connections with the wells at his own risk.
3rd. To pay lessor for gas produced from any oil well and used off the premises one Eighth-Dollars for the time during which such gas shall be used, said payments to be made monthly 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.
If no well be commenced on said land on or before the 27th day of Oct. 19.24, the lease shall terminate
to both parties, unless the lesses on or before that date shall pay or tender to the lessor, or the lessor's credit in the First National
Broken Arrow, Okla. or its successors, which shall continue as the depository regardless of changes in the ownershi said land, the sum of Two Hundred DOLLARS, which shall operate as a rental and cover the privileges of deferring
e commencement of a well for 12months from said date. In like manner and upon like payments or tenders the commencement of a we ay be further deferred for like period of the same number of months successively. And it is understood and agreed that the consideration first recited hereing edown payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending the riod as aforesaid, and any and all other rights conferred. Should the first well drilled on the above described land he a dry hole then, and in that event if a second well is not commerced on said land within
Should the first well drilled on the above described land he a dry hole, then, and in that event, if a second well is not commenced on said land withit velve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on clore the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. An is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rental at 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 herei rovided for shall be paid the lessor only in the proportion which. 1.1.5 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 LESoperations thereon, except water from well c
When requested by lessor, lessee shall buryits pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor. Lessee shall pay for damages caused by operations to growing crops on said land. 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 extent theirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be bindin to the lessee to subtle of 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 leas all 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 paymer 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 id lands which the said lessee or any 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 redeer releases, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to rights of the holder thereof.
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나는 마시 에널 가는 나를 만든 것이 못하는 것은 사람들은 생명이 가능했다고 하다 했
In Testimony Whereof We Sign, this the 27th day of Oct. 1923.
WITNESS I. R. McCormick (SEAL
Nora McCormick (SBAL
(SEAL
ACKNOWLEDGMENT TO THE LEASE TATE OF OKLAHOMA, COUNTY OF Tulsa ss:
BE IT REMEMBERED. That on this 27day.of _Oct in the year of our Lord one thousand nine hundred and Twenty. Three
fore me, a Notary Public in and for said County and State, come personally. appeared I. R. McCormick Nora McCormick his wife to me known to be the identical person who executed the within and foregoing instrument an
knowledged to me thatexecuted the same as their free and voluntary act and deed for the uses and puproses therein set forth.
IN WITNESS WHEREOF. I have become oset my official signature and affixed my notarial scal the day and year first above written.
My Commission expires June 20, 1926. (Seal) M. C. Williams, Notary Public
PATE OF OKLAHOMA, TULSA COUNTY, SS: This instrument was filed for record on the 29
This instrument was filed for record on the 29 day of Octo., 1923 at 11:00 o'clock. A • M and duly recorded in Book 463 Page 52 of the records of this office. O. G. Weaver, (Seal) By Brady Brown, Deputy.
(Seal) Brady Brown, County Clerk.