OIL AND GAS LEASE

40 80 30

والمراجع والمعالية المحاجب والمعالية والمحاجب والمحاجب والمعاجب والمعاجب

att & Sec

Sec. Barrie

535

		275714 C.M.J. AGREEMENT, Mude and entered into the 27th <u></u>
 TWTFNESSETH, That the seid less, for and normalization of the constants and agreements berindler contailed on the part of less to be paid, the paid to be paid. The South Half (¹/₂) of Block 13, in the Morrow Heights Addition to the Incorporated of the formation of the paid to be paid to be		of Skiatook, Oklahomapurty of the first part, hereinafter called lessor (whether one or more) and
Heights Addition to the Incorporated aity of Collinsville Oklahoma. of estimation of the premise of the oklahoma. of estimation of the premise the add asses over and and estimated of the presence of the oklahoma of the premise of the oklahoma of the o		WITNESSETH, That the said lessor, for and in consideration of TWO and 52/100 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, han 2 granted, demised, leased and let and by these presents do $\frac{92}{20}$ grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and of laying of pipe lines, and building tanks, powers, stations and structure 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 suggest that this bases had remain in force for a term ofyeurs from this date, and as long thereafter as old or sitter of them is produced rom sailed lands by the beesse. The consideration of the premises the sailed lasses covenants and agrees: Ist. To deliver to the credit of lessor, from of each, in the pipe line to which. Memay connecthig. wells, the equal one-sighth part of produced and saved from the lessed premises. 2nd. To pay lessor non-estip this (1/8) of the gross proceeds each year, payable quarter for the gas from each well where gas only is found, while the same is being used or premises, and if used in the manufacture of gasoline a royalty of one-sight(1/6), able monthly at the prevailing market rate; and lessor to have gas free of cost fr such well for all stores and all inside lights in the principal dwelling on said la during the same time by making their own connections with the well at their risk at expense. Jrd. To pay lessor for gas produced from any cil well and used off the premises or the manufacture of gasoline or any other product at the rate of One eighth of the gravebit monthly or a royalty of one-sighth (1/8) of the proceeds payable monthly at the pro- office with sufficient postage and properly addressed to the lessor, or eacd banks office with sufficient postage and properly addressed to the lessor, or check at the office with sufficient postage and properly addressed to the lessor, or call bank or store all last mentioned date shall be deconsiting the number of mother and on all bank and over the privided. Market of the intervent retereation on theore the <u>27th</u> day <u>dressed</u> to the lessor or call bank or the commercement of stall last mentioned date shall pay or tender to be lessor or the lesser of calls have the commercement of the date shall be adverted in the dist ender or <u>Devided</u> . Market <u>Startorov</u> (18, <u>startorov</u>), the startered of the provided the date on the retered for the returned to the startered or the startered is gree		Heights Addition to the Incorporated city of
The surged that this lease half remain in force for a term ofyeurs from this date, and as long thereafter as oil or related of them is produced from anticle allows to covenants and agrees: Ist. To dolliver to the credit of lessor, free of cest, in the pipe line to which. hemay connecthig. wells, the equal one-eighth hart of produced and saved from the lessed premises. 2nd. To pay lessor non-eighth (1/8) of the gross proceeds each year, payable quarter for the gas from each well where gas only is found, while the same is being used or premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), a ble monthly at the prevailing market rate; and lessor to have gas free of cost frist such well for all stores and all inside lights in the principal dwelling on said l h during the same time by making their own connections with the well at their risk at expense. Jrd. To pay lessor for gas produced from any oil well and used off the premises or the manufacture of gasoline or any other product at the rate of One eighth of the gravely is nothing which such gas shall be used payable monthly or a royalty of one-sighth (1/8) of the proceeds payable monthly at the private of the depositing of such currency, draft, or check at the option of the lesse; and the depositing of such currency, draft, or check in any poffice with sufficient postage and properly addressed to the lessor, or as id back or of the such as the royalde a down barding at the such as the depositing of such currency, draft, or check in any poffice with sufficient postage and properly addressed to the lessor or addressed to the lessor, or as a both parties, meas the lesser on theore the <u>27th</u>		
for the case is being used on premises, and if used in the manufacture of gasoline arroyalty of one-sight(1/6), able monthly at the prevailing market rate; and lessor to have gas free of cost fr such well for all stoves and all inside lights in the principal dwelling on said le during the same time by making their own connections with the well at their risk and expense. Jrd. To pay lessor for gas produced from any oil well and used off the premises or the manufacture of gasoline or any other product at the rate of One eighth of the proceede -Dollars per year for the time during which such gas shall be used payable monthly or a royalty of one-sighth(1/6), if the proceede payable monthly at the previous the referred to may be made in currency, draft, or check at the option of the lesse; and the depositing of such currency, draft, or check in any performed date shall be desened payment as herein provided. If no well be commenced on said land on or before the <u>27th</u> day of <u>December</u> 19.25, the less shall be the prive of the besord or said back of the successors, which shall continue as the device the priviles of the commenced on said land on or before the <u>27th</u> <u>day of December</u> 19.25, the less shall be the prive of the successors, which shall continue as the dowed the priviles of date the owner of the successors, which shall continue as the dowed the privileges of a may be fore said last mentioned date shall pay or tender to the lessor credit in the <u>Oklehoma National</u> . Skill BOOK, ONE 2. Should the first well dilled on the above described in the renails and over the privileges of and the degree and work the related the the consideration first reside is and and over the privileges of a may be form the successor, which shall continue as the dopatior regardles of charge in the owner of a well (or like spread and the reside the the sense and argued that the consideration first reside is provided in the many of a well well which shall be been paid, this lessor here the privileges of a may be for the shall contine		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 o
3rå. To pay lessor for gas produced from any oil well and used off the premises or the manufacture of gasoline or any other product at the rate of One eighth of the proceeds-Dollars per year for the time during which such gas shall be used payable monthly or a royalty of one-eighth (1/6) of the proceeds payable monthly at the proint market rate. #1. The payment herein referred to may be made in currency, draft, or check at the option of the lesse; and the depositing of such currency, draft or check in any profile with sufficient postage and properly addressed to the lessor, or said bank of before said last mentioned date shall be deemed payment as herein provided. If no well be commenced on said land on or hefore the <u>27th</u>		2nd.To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off t premises, and if used in the manufacture of gasoline a royalty of one-eightk(1/8), pay- able monthly at the prevailing market rate; and lessor to have gas free of cost from a such well for all stoves and all inside lights in the principal dwelling on said land during the same time by making their own connections with the well at their risk and
If no well be commenced on said land on or before the <u>5701</u> day of <u>DBCBINGET</u> <u>19.25.</u> , the lease shall term as to both parties, unless the lease on or before that date shall pay or tender to the lessor, or the lessor's credit in the <u>Oklahoma National</u> <u>SklatOok, Oklas</u> . Bank at <u><u>SklatOok</u>, Oklas. DOLLARS, which shall continue as the depository regardless of changes in the own of said land, the sum of <u>three</u> <u>DOLLARS</u>, which shall operate as a rental and cover the privileges of de the commencement of a well for <u>12</u> <u>months from said date</u> $\frac{H}{4n}$ hile manner and upon like payments or tenders the consideration first recited the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lesser's option of extendin period as aloresaid, 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 the velve morths from the expiration of the hast rental period for which rental has been paid, this lense shall terminate as to both parties, unless the lesse before the corpiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided 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 and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments. If snid lessor only in the proportion which <u>successivel</u> pipe lines below plow depth. No well shall be driled nearer than 200 feet totk he louse or barrow on so and premises, without the written consent of the lessor. Lessee shall have the right to any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casis If the extra to dither party hereo is assigned, and the privileger of assigning in whole or in part i</u>	XIngen	3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product at the rate of One eighth of the gross proceedsDollars per year for the time during which such gas shall be used payable monthly or a royalty of one-eighth (1/8) of the proceeds payable monthly at the preven
If no well be commenced on said land on or before the <u>5701</u> day of <u>DBCBINGET</u> <u>19.25.</u> , the lease shall term as to both parties, unless the lease on a before that date shall pay or tender to the lessor, or the lessor's credit in the <u>Oklahoma National</u> <u>Sklatook, Oklas</u> . Bank at <u><u>Sklatook</u>, Oklas. Bank at <u><u>Sklatook</u>, Oklas. DotLARS, which shall continue as the depository regardless of changes in the own of said land, the sum of <u>three</u> <u>DOLLARS</u>, which shall operate as a rental and cover the privileges of de the commencement of a well for <u>12</u> <u>months from said data</u>. This like manner and upon like payments or tenders the consideration first recited the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lesser's option of extendit the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lesser's option of extendit the down payment, covers not only the privileges granted. 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 the velve months from the expiration of the last rental period for which rental has been paid, this lense shall terminate as to both parties, unless the lesse before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided 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 and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments. If sind lessor ones a less interest in the above described land that the less the recedult gragaraph hereof, governing the payment from lessor. Lessee shall have the right to use free of cost, gas, oil and water produced on said land for <u>118</u> operations thereon, except water from lessor. M</u></u>	S.	#1. The payment herein referred to may be made in currency, draft, or check at the option of the lessee; and the depositing of such currency, draft or check in any post office with sufficient postage and properly addressed to the lessor, or said bank on o before said last mentioned date shall be deemed payment as herein provided.
of said land, the sum of three	R	as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or the lessor's credit in the Oklahoma National Bank at Skiatook, Okla.
Should the first well drilled on the above described ind be a dry hole then, and in thit event, in a second well is not commenced on such and in the same 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 lease before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided 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 and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments. If said leasor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals provided for shall be paid the leasor only in the proportion which. Interest hears 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		of said land, the sum of <u>three</u> the commencement of a well for <u>12</u> months from said date $\frac{\pi}{T}$ In like manner and upon like payments or tenders the commencement of a well may be further deferred for like period of the same number of months successively. And it is understood and arreed that the consideration first recited herein
If said lessor owns a less interest in the above described land that the entre and undivided iee simple estate therein, then the royalties and rentation provided for shall be naid the lessor only in the proportion which		the down payment, overs not only the privileges granted to the date when said first rental 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 commonced on said land withi twelve 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 o
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		perore 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 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 rental 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 that the entire and undivided fee simple estat therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which are there is the two to the whole and undivided fee.
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 be to their heirs, exceutors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be on the lessee until 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 th 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 pw of the proportionate part of the rents due from him or them, such default shall not operate to affect this lease in so far as it covers a part or j		cssor. his his his his his
to their heirs, executors, administrators, successors or assigns, but no enange in the ownership of the land or assignment of rentals or royalites shall be on the lessee until 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 th shall be assigned as to a part or parts of the above described lands and the assignee or assignment of after the lessee in the averation in the part or parts shall be 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 j said 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 lesse shall have the right at any time to for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrog the rights of the holder thereof.		Lessee shall pay for damages caused byoperations 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 exten
for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrog the rights of the holder thereof.		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 bindin on the lessee until 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 leas 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 paymer 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 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 redeet
		for lessor, 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 t the rights of the holder thereof.
974th Docombon 4		0774b Doctorshow
In Testimony Whereof We Sign, this the <u>27th</u> <u>December</u> <u>192</u> WITNESS <u>C. W. Titus</u>		C. W. mitus
Minnie E. Titus		Minnie E. Titus (SEAL
		J. H. Middleton (SEAL
		My Commission expires October 7th, 1926. (Seel) M. F. Steele. Notary Publi
		STATE OF OKLAHOMA, TULSA COUNTY, SS: 7 Jan. , 1925 at 8:00 o'clock A. M This instrument was filed for record on the 525 of the records of this office.
STATE OF OKLAHOMA, TULSA COUNTY, SS: 7 Jan. 1925 at 6:00 o'clock A. This instrument was filed for record on the day of Jan J925 at 6:00 o'clock A.		O. G. Weaver, (Seal) Gounty Clerk. By Brady Brown, Deputy.
STATE OF OKLAHOMA, TULSA COUNTY, SS: 7 Jan. 192 5 at 8:00 o'clock A. This instrument was filed for record on the 7 day of Jan. 192 5 at 8:00 o'clock A. and duly recorded in Book 463 Page 535 of the records of this office. O. G. Weaver,		가는 것은 그는 것은

1

¥.