

281101 C.M.J.

## OIL AND GAS LEASE AND CONTRACT.

AGREEMENT, Made and entered into this 10th day of March 1925 by and between L.M. Middleton and J. H. Middleton, her husband, Marvin McCarty and Anna L. McCarty, his wife, C. W. Titus and Minnie E. Titus, his wife, parties of the first part, hereinafter called lessors, and J. A. Middleton, party of the second part, hereinafter called lessee, WITNESSETH:

That the said lessors, for and in consideration of One dollar and other good and valuable considerations, 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 product, 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:

Block Thirteen in Morrow Heights Addition to the City of Collinsville,  
Oklahoma.

It is agreed that this lease shall remain in force for a term of two (2) 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 to deliver to the credit of lessors as hereinafter set forth, free of cost in the pipe lines to which he may connect his well an equal one eighth part of all oil/or and gas produced and saved from the leased premises, and to pay lessors for gas produced from any oil well and used off the premises or for the manufacture of casing head gas one eighth of the gross proceeds at the prevailing market rate for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before the 9th day of May 1925 this lease shall terminate as to both parties.

It is further understood and agreed that the said L. M. Middleton and J. H. Middleton and Marvin McCarty and Anna L. McCarty own the North half of said land above described and C. W. Titus and Minnie E. Titus, own the South half of the land above described, and it is agreed that said lessee shall drill one well on the block above described, and that should said well so agreed to be drilled be located on the North half of said block, then it is agreed that said C. W. Titus and Minnie E. Titus shall be entitled to one half of the royalty produced from the well so agreed to be drilled on said block, and should said well be drilled on the South half of said block, then it is agreed that said L. M. Middleton and J. H. Middleton, and Marvin McCarty and Anna L. McCarty shall be entitled to one half of the royalty from said well.

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

When requested by the lessors, lessee shall bury his 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 its 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

COMPILED BY  
P.S. Henderson  
J.H.