

COMPARED

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 16th, day of January, A. D. 1909, by and between Cooley Vann and Frinszella Vann, his wife, of Tulsa, Oklahoma, County of Tulsa, State of Oklahoma, parties of the firstpart, and G. T. Braden of Pittsburgh, Pa. party of the second part;

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar to them in hand welland truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said part² of the second part, to be paid, kept and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let unto the said party of the second part, his heirs, administrators, executors, successors ~~and~~ assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines and of building tanks, stations and structures thereon to take charge of said products, all that certain tractor land, situate in the town of ~~2~~---County of Tulsa, State of Oklahoma, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State; bounded substantially as follows:

On the North One-half (N $\frac{1}{2}$) of the North East (NE) Quarter of the North East (NE) Quarter of Section Thirty Two (32), Township Twenty (20) Range Fourteen (14), containing Twenty (20) acres, more or less, and being same land conveyed to the first parties by Cherokee Nation, by deed bearing date ~~2~~--- reserving, however, therefrom 300 feet around the buildings on which no wells shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil or gas, or either of them, is produced from said land by the party of the second part, his heirs, administrators, executors, successors or assigns.

In consideration of the premises, the said party of the second part covenant and agree:

1st- To deliver to the credit of the parties of the first part, their heirs, administrators, executors and assigns, free of cost into the pipe line to which party of the second part may connect his wells the equal $\frac{1}{8}$ part of all oil produced and saved from the leased premises; and ,

2nd- To pay Fifty (50) Dollars each three months in advance for the gas, from each and every gas well drilled on said premises, the gas from which is marketed and used off the premises, while the gas from said well is so marketed and used.

Second part² covenant and agree to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. And further to complete a well on said premises within three months from the date hereof, or pay at the rate of five dollars, quarterly in advance, for each additional three months such completion is delayed from the time above mentioned for the completion of such well until a well is completed; and it is agreed that the completion of such well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this lease. Such payments may be made direct to the lessor or deposited to their credit in Bank of Commerce, of Tulsa, Oklahoma.

First parties to have gas free for fuel and light in the dwelling on said premises by making their own connections to any well thereon.

It is agreed that the second party shall have the privilege of using sufficient water, oil ~~or~~ ^{and} gas from said premises to run all machinery necessary for drilling and operating thereon and at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of one dollars, at any time, by the party of the secondpart, his heirs, administrators, executors, successors and assigns, to th party² of the first part, their heirs, executors, administrators, ~~successors~~ and assigns, shall have the right to surrender this lease