

Form 2

DORSEY Printing Company, Dallas, Texas-4334

AGREEMENT, Made and entered into the 11th day of February, A. D. 1909, by and between L. A. Bell, as legal guardian of Washington Tucker, minor of Wagoner County of Wagoner State of Oklahoma, part 1 of the first part, and G. T. Braden, of Pittsburgh, Pennsylvania part 2 of the second part;

WITNESSETH, That the said part 2 of the first part, for and in consideration of the sum of One Dollar to me in hand well and truly paid by the said part 1 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 part 1 of the second part, to be paid, kept and performed, has granted, demised, leased and let and by these presents do grant, demise, lease and let unto the said part 2 of the second part, his heirs, administrators, executors, successors, or 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 care of said products, all that certain tract of land, situate in the town of Wagoner

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 by lands of S. E. 1/4 of NE 1/4; Lots 7 & 8 and SW 1/4 of NE 1/4 of
 On the East by lands of Section 4, Township 9 North and Range 13 East
 On the South by lands of Section 16 and Township 19 North and Range 13 East
 On the West by lands of containing 1.60 acres, more or less, and being same land conveyed to the first part by Washington Tucker
and the NW 1/4 of SW 1/4 of SE 1/4 and NW 1/4 of SE 1/4 of Section 16 and Township 19 North and Range 13 East
containing 1.60 acres, more or less, and being same land conveyed to the first part by Washington Tucker

by deed bearing date 1 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 part 1 of the second part, his heirs, administrators, executors, successors or assigns.

In consideration of the premises, the said part 1 of the second part covenant, and agree: 1st-To deliver to the credit of the part 2 of the first part, his heirs, administrators, executors and assigns, free of cost in the pipe line to which part 1 of the second part may connect his wells the equal 1/8 part of all oil produced and saved from the leased premises: And 2nd-To pay fifty 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 on the premises, while the gas from said well is so marketed and used.

Second part 2 covenant and agree to locate all wells so as to interfere as little as possible with the cultivated portion of the farm. And further, to complete a well on said premises within thirty days from the date hereof, or pay at the rate of 25 cts. per acre 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 provisions during the remainder of the term of this lease. Such payments may be made direct to the les- or deposited to his credit.

First National Bank of Wagoner, Okla

First part 1 to have gas free for fuel and light in the dwelling on said premises by making his own connections to any well thereon.

It is agreed that the second part 2 shall have the privilege of using sufficient water, oil 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 part 1 of second part, his heirs, administrators, executors, successors and assigns, to the part 2 of the first part, his heirs, executors,

administrators and assigns, said part 2 of the second part, his heirs, executors, administrators, successors and assigns, shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease become absolutely null and void.

In witness Whereof, The parties to this agreement have hereunto set their hands and seals the day and year first above written.

WITNESS:

Approved Feb 11th 1909
C. T. Drake
Co. Judge

L. A. Bell [Seal]
Guardian for Washington Tucker [Seal]
G. T. Braden [Seal]

ACKNOWLEDGMENT

State of Illinois, Wagoner County, ss.

I, me, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name me subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as me free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and me seal this 11 day of February, A. D. 19 09

[Seal]

State of Oklahoma, Wagoner County, ss.

On this, the 11th day of February, before me, me, personally appeared L. A. Bell

married in and instrument

to me known to be the identical person me who executed the within and foregoing lease, and acknowledged me that he executed the same as his free and

voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal as such me on the day last above mentioned

My commission expires 3/17/09 (Seal) W. P. Rittenbach

State of Texas, Wagoner County, ss.

BEFORE ME, me, in the State of Oklahoma, on this day personally appeared

and me, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument,

and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said

wife of the said me, having been examined by me privily and apart from her husband, and having the same

fully explained to her, she, the said me, acknowledged such instrument to be her act and deed, and declared

that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 11 day of February, A. D. 19 09

(L.S.)

State of Oklahoma, Tulsa County, ss.

This Instrument was filed for Record on the 23 day of Feb, A. D. 19 09 at 9:25 o'clock A. M.

By me Deputy. [SEAL] W. C. Washburn

Register of Deeds