

Form 2

HOLSEY Printing Company, Dallas, Texas—1574

AGREEMENT, Made and entered into the 2nd day of April, 1909, A. D., by and between

County of Tulsa, State of Oklahoma, part of the first part, and
Claude Johnson, P. O. Box 100, Tulsa, Okla. of the second part;

WITNESSETH, That the said part of the first part, for and in consideration of the sum of One Dollar to him in hand well and truly paid by the said part 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 of the second part, do hereby grant, demise, lease and let unto the said part 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

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 6 1/2 of 36 1/2 of NW 1/4 & 36 1/2 of 36 1/2 of SW 1/4 & 36 1/2 of 36 1/2 of NW 1/4

On the East by lands of W 1/2 of 36 1/2 of NW 1/4 & NW 1/4 of NW 1/4 of SW 1/4, 21-21-14-containing

On the South by lands of seventy (70) acres more or less

On the West by lands of seventy (70) acres more or less

Containing seventy (70) acres, more or less, and being same land conveyed to the first part by

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

In consideration of the premises, the said part of the second part covenant, and agree: 1st—To deliver to the credit of the part of the first part, his

heirs, administrators, executors and assigns, free of cost in the pipe line to which part of the second part may connect his wells the equal amount of

oil produced and saved from the leased premises: And 2nd—To pay fifty \$50.00 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 of covenant and agree to locate all wells so as to interfere as little as possible with the cultivated portion of the farm. And farther, to complete a well on said

premises within three months from the date hereof, or pay at the rate of seventy five \$75.00 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 lessor or

deposited to his credit in Bank of Commerce Tulsa Okla

First part 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 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 of second part, his heirs, administrators, executors, successors and assigns, to the part of the first part, his heirs, executors,

administrators and assigns, said part 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:

H. C. Morrison

Claude Johnson [Seal]

[Seal]

[Seal]

[Seal]

ACKNOWLEDGMENT

State of Oklahoma, County of Tulsa, ss.

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

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed,

sealed and delivered the said instrument as 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 seal this 1 day of May, A. D. 19 09

[Seal]

State of Oklahoma, County of Tulsa, ss.

In and for said County and State, on this the 26th day of May, 1909, before me, Claude Johnson

known to me to be the identical person, who executed the within and foregoing instrument, and acknowledged to 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 Notary Public on the day last above mentioned

My commission expires Nov. 24, 1912 (Seal)

State of Texas, County, ss.

BEFORE ME, H. C. Morrison

of the County of Tulsa, in the State of Oklahoma, on this day personally appeared

and Claude Johnson, 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 Claude Johnson, having been examined by me privily and apart from her husband, and having the same

fully explained to her, she, the said Claude Johnson, 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 1 day of May, A. D. 19 09

(L.S.)

State of Oklahoma, County, ss.

This Instrument was filed for Record on the 12 day of June, A. D. 1909 at 5:55 P.M.

By H. C. Mackley, Reg. of Deeds Deputy. (Seal)

[Seal]