

Form 2

HORSEY Printing Company, Dallas, Texas—4246

AGREEMENT, Made and entered into the 3rd day of October, A. D. 1909, by and between William Lynch and Fannie B. Lynch, his wife of Tulsa County of Tulsa, State of Oklahoma, parties of the first part, and E. T. Braden, of Pittsburg, Pennsylvania party of the second part;

WITNESSETH, That the said part first of the first part, for and in consideration of the sum of One Dollar to them 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, to be paid, kept and performed, in and to be granted, leased and let out by the said part of the second part, to him, 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
On the East by lands of
On the South by lands of
On the West by lands of

Sw¹/₄ of the NE¹/₄ of the NW¹/₄ and the E¹/₂ of the NW¹/₄ of the NW¹/₄ and Sw¹/₄ of the NW¹/₄ of the NW¹/₄ of section 35, and the S¹/₂ of the Sw¹/₄ of Sw¹/₄ section 36 all in Township 24 north, range 13 east.

Containing seventy (70) acres, more or less, and being same land conveyed to the first part, by _____
by deed bearing date _____, reserving, however, therefrom three hundred 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. _____ heirs, administrators, executors, successors or assigns.

In consideration of the premises, the said part y 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 in the pipe line to which part y of the second part may connect, live wells the equal and undivided part of all gas produced and saved from the leased premises: And 2nd—To pay seventy five cents 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, when marketed or sold

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. ~~Notwithstanding or held~~
Second part of covenants 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 three months from the date hereof, or pay at the rate of twenty five \$25.00 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. Each payments may be made direct to the les- or landowner or

deposited to their credit any amount of Oklahoma Tribal (Pole), Second party agrees to drill at second well on said lease for one month from the date of this lease or in this event to pay first party the sum of \$5.00 quarterly in advance until the completion of the second well is drilled from the time herein mentioned, until a cable is completed, hereby agreed that the payment to be made by second party upon completion of the second well is a dollar and nine cents provided to be used for the purpose of repairing or paying for good repair and to plug all sand plants in the ground in a permanent or temporary manner, as determined by third party nearest draw. Second party agrees to protect the lease against any producing wells on adjacent properties by drilling offset wells on above described premises.

WITNESS.

William Lynch. [Seal]
 Fannie B. Lynch. [Seal]
 G. T. Braden. [Seal]

ACKNOWLEDGMENT

State of Illinois, County of St. Clair, ss.
I, Robert C. Lynch, Notary Public, in and for said County, in the State aforesaid, do hereby certify that
William Lynch and Family B. Lynch, his wife
personally known to me to be the same person whose name is 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 Notary Public seal this 9 day of October, A. D. 1909.

my son. Cf. 7/25/1910. (Seal.)

A. D. 1927.
Robert E. Lynch [Seal]
Notary Public

State of Oklahoma, _____ County, ss.

in and for said County and State, on this _____ day of _____, personally appeared _____ before me,

to me known to be the identical person.....who executed the within and foregoing lease, and acknowledged to me that.....he.....executed the same as.....free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires

State of Texas, _____ County, ss.

BEFORE ME, _____, in the State of Oklahoma, on this day personally appeared _____, 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 _____, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, 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 _____ day of _____, A. D. 19____.

(L.S.)

State of Oklahoma, _____ County, ss.

This Instrument was filed for Record on the 11 day of February, 1920.

A. D. 1909 at 4 P.M.

By _____ Deputy.

A. D. 1929 at 4 P.M.
H. C. Mackley, Reg. of Birds.