

COMPARED

Form 2

DORSET Printing Company, Dallas, Texas—1916

AGREEMENT, Made and entered into the 9 day of October, A. D. 1909, by and between James H. Smith
Clara Smith, his wife, and Joseph T. Barnes and Ella Barnes, his wife
 County of Tulsa, State of Oklahoma, part is of the first part, and
J. T. Braden of Pittsburgh Pa. part is of the second part;

WITNESSETH, That the said part is 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 is 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 is 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 part is of the second
 part, their 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

On the East by lands of

On the South by lands of

On the West by lands of

the SW¹/₄ of NW¹/₄ and the north half of SE¹/₄ of NE¹/₄ of section 30 township
21 range 14 east

Containing fifty acres, more or less, and being same land conveyed to the first part by
 by deed bearing date 1, reserving, however, therefrom 200 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 is of the second part, his heirs, administrators, executors, successors or assigns.

In consideration of the premises, the said part is of the second part covenant, and agree: 1st—To deliver to the credit of the part is of the first part, their
 heirs, administrators, executors and assigns, free of cost in the pipe line to which part is of the second part may connect his wells the equal amount of 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 is of the second part 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 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 provisions during the remainder of the term of this lease. Such payments may be made direct to the lessor or
 deposited to their credit in First National Bank of Okmulgee Okla.

First part also 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 part is 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 is of second part, his heirs, administrators, executors, successors and assigns, to the part is of the first part, their heirs, executors,
 administrators and assigns, said part is 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:

M. L. Mabel
John M. Beck
Charles P. Gilmore
Tulsa, Okla.

James H. Smith [Seal]
Clara Smith [Seal]
Joseph T. Barnes [Seal]
Ella Barnes [Seal]
J. T. Braden

ACKNOWLEDGMENT

State of Oklahoma, County of Tulsa, ss.

I, John M. Beck, in and for said County, in the State aforesaid, do hereby certify that
James H. Smith & Clara Smith, his wife, Joseph T. Barnes & Ella Barnes, 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 their 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 25th day of October, A. D. 1909

John M. Beck [Seal]
Justice of the Peace

State of Oklahoma, County, ss.

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

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,

of the County of _____, in the State of Oklahoma, on this day personally appeared _____
 and _____, 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 _____, 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 30 day of Oct, A. D. 1909 at 4:00 P. M.

By _____ Deputy.

(SEAL)

H. S. Walker, Reg. of Deeds