

Form 2

DOUGLASS Printing Company, Dallas, Texas - 45340

AGREEMENT, Made and entered into the 7th day of December, A. D. 1909, by and between Charles F. McCarley, minor by Thomas McCarley, Guardian of said Charles F. McCarley County of Tulsa, State of Oklahoma, party of the first part, and E. O. Braden of Pittsburgh part of the second part;

WITNESSETH, That the said part of the first part, for and in consideration of the sum of One Dollar to her 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, has granted, demised, leased and let and by these presents does 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 production, that certain tract of land, situate in the town of Tulsa 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 Lot 1 Sec 7, T 24 N. R. 14 E - SE 1/4 SW 1/4 Sec 7
On the East by lands of 13 and NE 1/4 NE 1/4 NE 1/4 Sec 25 - T 21 N. R. 13 E - and NE 1/4
On the South by lands of NW 1/4 Sec 7, T 21 N. R. 14 E -
On the West by lands of

Containing 95.20 acres, more or less, and being same land conveyed to the first part by Cherokee nation by deed bearing date 1, 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, 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, her heirs, administrators, executors and assigns, free of cost in the pipe line to which part of the second part may connect his well the equal 1/4 part of all oil produced and saved from the leased premises: And 2nd-To pay \$5.00 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 off the premises, while the gas from said well is so marketed and used.

Second part of the 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 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 her credit farmers and merchants Bank Collinsville Oklahoma

Reference is made to confirmatory order made herein on December 7, 1909, in Probate number 625 Tulsa County Oklahoma said order being recorded at Page 408 book 61 Records Register of Deeds Office Tulsa County Oklahoma on the 8 day of Dec-1909

First part of the agreement to have gas free for fuel and light in the dwelling or said premises by making her own connections to any well thereon.
It is agreed that the second part of the agreement 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:
Charles R. Gilmore Thomas McCarley [Seal]
Guardian of Charles [Seal]
McCarley minor [Seal]
E. O. Braden [Seal]

ACKNOWLEDGMENT

Oklahoma Tulsa County, ss.
State of Oklahoma, Tulsa County, ss.
I, Lolo Carr Miller Notary Public, in and for said County, in the State aforesaid, do hereby certify that personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 7 day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 official seal this 7 day of December, A. D. 1909.

seal Lolo Carr Miller [Seal]
my Commission expires 10-16-13 Notary Public

State of Oklahoma, Tulsa 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,
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, Tulsa County, ss.
This Instrument was filed for Record on the 8 day of Dec, A. D. 1909 at 2-4 P.M.
By Deputy. [SEAL] Heckelberg Clerk.
seal