

COMPARED

DOLBEY Printing Company, Dallas, Texas-4246

AGREEMENT, Made and entered into the 7th day of January, A. D. 1910, by and between Benjamin F. Garner, Guardian of Elva May Garner minor of Arkansas County of Tulsa, State of Oklahoma, party of the first part, and L. T. Braden of Pittsburgh, Pa. party 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, 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 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

Northwest quarter of northwest quarter and northwest quarter of Northeast quarter of section 12, T. 21 north, range 13, E.

Containing 80 acres, more or less, and being same land conveyed to the first part by Charles National by deed bearing date 1910, reserving, however, therefrom 3.00 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 one eighth part of all 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 off 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 further, to complete a well on said premises within three months from the date hereof, or pay at the rate of twenty (20.00) 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 the Central National Bank of Tulsa Oklahoma

This lease is made in conformity of an order of the Probate Court of January 7, 1910 and recorded in Book 77 at page 323 in the office of the Register of Deeds of Tulsa County, Oklahoma

First part of 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 of 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,  
Tulsa, Okla.

Benjamin F. Garner [Seal]  
Guardian of Elva May Garner minor [Seal]

W. V. Biddison  
Tulsa, Okla.

L. T. Braden [Seal]

## ACKNOWLEDGMENT

State of Illinois, \_\_\_\_\_ County, ss.

I, \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_ [Seal]

State of Oklahoma, County of Tulsa County, ss.

Before me, a Notary Public in and for said County and State, on this 7th day of January, 1910, personally appeared Benjamin F. Garner

to me known 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 \_\_\_\_\_ on the day last above mentioned

My commission expires 11/25/1911 Seal W. V. Biddison Notary Public

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 8 day of Jan, A. D. 1910 at 3:55 P.M.

By \_\_\_\_\_ Deputy. [SEAL] H. B. Mackley, Reg. of Deeds Clerk