

Form 2

POLSKY Printing Company, Dallas, Texas—4836

AGREEMENT, Made and entered into the 15th day of October, A. D. 1909, by and between J. Truman Nipon and his wife Florence B. Nipon of Tulsa County of Tulsa State of Oklahoma part 2 of the first part, and G. T. Braden of Pittsburgh Pa part 4 of the second part;

WITNESSETH, That the said part 2 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 4 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 4 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 2 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 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
On the East by lands of
On the South by lands of
On the West by lands of

West half of southeast quarter of section 19, township 21 north range 14

Containing eighty (80) acres, more or less, and being same land conveyed to the first part by deed bearing date 1, reserving, however, therefrom 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 4 of the second part, his heirs, administrators, executors, successors or assigns.

In consideration of the premises, the said part 4 of the second part covenants, and agree: 1st—To deliver to the credit of the part 2 of the first part, their heirs, administrators, executors and assigns, free of cost in the pipe line to which part 4 of the second part may connect his wells the equal 1/8 part of all oil produced and saved from the leased premises: And 2nd—To pay seventy-five 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 4 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 & 1/2 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 Bank of Commerce, Tulsa Oklahoma.

It is agreed that the quarterly rental on the above described land shall be doubled upon the completion of a producing well within 1,000 feet of said land and increased rental to begin with date of completion of well and to double each year thereafter until drilled or surrendered as provided

First part 2 to 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 4 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 & 1/2 Dollars, at any time, by the part 4 of second part, his heirs, administrators, executors, successors and assigns, to the part 2 of the first part, their heirs, executors, administrators and assigns, said part 4 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:

Bert H. Adams [Seal]
Charles R. Gilmore [Seal]
Tulsa Ok
J. Truman Nipon [Seal]
F. Florence B. Nipon [Seal]
G. T. Braden [Seal]

ACKNOWLEDGMENT

State of Illinois, County, ss.

I, Charles R. Gilmore, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name Charles R. Gilmore 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 15th day of October, A. D. 19 09

[Seal]

State of Oklahoma, County of Tulsa County, ss.

in and for said County and State, on this 4th day of November, 19 09, Before me, a Notary Public, personally appeared J. Truman Nipon & Florence B. Nipon his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal as such

My commission expires Oct 1, 1913 Seal Charles R. Gilmore Notary Public

State of Texas, County, ss.

BEFORE ME, Notary Public, in the State of Oklahoma, on this day personally appeared J. Truman Nipon & Florence B. Nipon his wife, 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 husband, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said wife, 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 15th day of October, A. D. 19 09

(L.S.)

State of Oklahoma, County, ss.

This Instrument was filed for Record on the 11th day of January, A. D. 19 10 at 3 P.M.

By Notary Public Deputy.

[SEAL]

Notary Public Clerk