

COMPARED

Smith  
11-57

Form 2

DORSEY Printing Company, Dallas, Texas-4516

AGREEMENT, Made and entered into this 22nd day of December, A. D. 1909, by and between  
Essie M. Avery and Cyrus S. Avery, her husband of Tulsa  
 County of Tulsa, State of Oklahoma, part 1st of the first part, and G. T. Braden of Pittsburgh, Pa. part 2d of the second part;

WITNESSETH, That the said part 1st 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 2d 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 2d 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 1st of the second part, 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 Lot 1, section 1, township 19 north, range 13 east, containing 16.76 acres  
 On the East by lands of Southeast quarter of southeast quarter of section 36, township 20 north, range 13 east, containing 40 acres  
 On the South by lands of range 13 east, containing 40 acres  
 On the West by lands of range 14 east, containing 37.64 acres  
Northwest quarter of northwest quarter of section 34, township 20 north, range 14 east, containing 5.89 acres

Containing 105.29 acres, more or less, and being same land conveyed to the first part by \_\_\_\_\_ by deed bearing date \_\_\_\_\_, 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 2d of the second part, heirs, administrators, executors, successors or assigns.

In consideration of the premises, the said part 2d of the second part covenant, and agree: 1st-To deliver to the credit of the part 1st of the first part, heirs, administrators, executors and assigns, free of cost in the pipe line to which part 2d of the second part may connect two wells the equal one eighth part of all oil produced and saved from the leased premises: And 2nd-To pay Twenty Dollars 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 2d 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 \$26.35 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 Tulsa, Okla.

First part 1st 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 2d 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 and no/100 Dollars, at any time, by the part 2d of second part, heirs, administrators, executors, successors and assigns, to the part 1st of the first part, heirs, executors, administrators and assigns, said part 2d of the second part, 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:

Essie M. Avery. [Seal]  
Cyrus S. Avery. [Seal]  
G. 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, ss.

Before me, a notary Public in and for said County and State, on this 22nd day of December, 1909, personally appeared Essie M. Avery and Cyrus S. Avery to me known to be the identical person 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 \_\_\_\_\_ on the day last above mentioned

My commission expires May 18, 1913 Seal M. A. Youngman  
Notary Public

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

BEFORE ME, \_\_\_\_\_, 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 11 day of Jan, A. D. 1910 at 3 P.M.  
Notary Public [Seal] \_\_\_\_\_ Clerk

By \_\_\_\_\_ Deputy.