

COMPARED

AGREEMENT Made and entered into the 15th day of December, A. D. 1909, by and between J. B. Hefflinger, guardian of PACE, L. Hefflinger, minor, of Cherokee County of Oklahoma, and J. T. Braden of Pittsburgh Pa. part 4 of the second part;

WITNESSETH, That the said part 4 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 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 4 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 Oklahoma, 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 and 2 of section 3 Township 19 N. Range 13 E. and 7 of the N. 1/4 of the N. 1/4 and S. 1/4 of the N. 1/4 of the N. 1/4 of the N. 1/4 of section 34 township 19 N. Range 13 east.

Containing 79.08 acres, more or less, and being same land conveyed to the first part by Cherokee Nation by deed bearing date 1, reserving, however, therefrom 300 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 covenant, and agree: 1st-To deliver to the credit of the part 4 of the first part, his heirs, administrators, executors and assigns, free of cost in the pipe line to which part 4 of the second part may connect. 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 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 seventy-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 the credit of the Bank of Commerce, Tulsa, Okla.

Second part 4 agree to drill a second well on said premises, the completion of which is delayed from the time mentioned until same is completed, and is hereby agreed that the payment to be made in lieu of the completion of the second well, are in addition to payments provided for in the first part of the agreement, and shall be paid in full when the second well is completed. In witness Whereof, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

WITNESS: J. B. Hefflinger, Guardian of PACE, L. Hefflinger a minor, [Seal] L. T. Braden, [Seal] Charles R. Schmore, Tulsa, Okla. [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 Rogers, ss. Before me, a Notary Public, in and for said County and State, on this the 15th day of December, 1909, personally appeared J. B. Hefflinger, Guardian of PACE, L. Hefflinger, a minor, 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 act and deed for the uses and purposes therein set forth.

Witness my hand and seal as such Notary Public on the day last above mentioned. My commission expires Sept. 11, 1912. Seal. Pearl Schrist, 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 day of A. D. 19. By Deputy. [SEAL] Clerk.