

COMPARED

OIL AND GAS LEASE?

AGREEMENT, made and entered into the First day of November A.D. 1909 by and between Price E. Lynch, minor, by Wm. Lynch, Guardian, of Tulsa County, State of Oklahoma, party of the first part, and G.E. Braden of Pittsburgh, Pa. party of the second part;

WITNESSETH: That the said party 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 party 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 party of the second part to be paid kept and performed has granted demised, leased and let and by these presents do grant, demise, lease and let unto the said party 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:

The South Half of Southeast Quarter of Section 34, Township 20 North, Range 13 East--Reference is had to confirmatory order of County Court, Tulsa County, Oklahoma, of even date herewith made herein and recorded in page 247 Book 73, Records Register of Deeds office, Tulsa County, Okla. Nov. 29, 1909, Containing Eighty acres, more or less and being same land conveyed to the first party by the Cherokee Nation 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 party of the second part his heirs, administrators, executors, successors or assigns/

In consideration of the premises, the said party of the second part covenant, and agree, 1st-- To deliver to the credit of the party of the first part, his heirs, administrators, and assigns, free of cost in the pipe line to which party of the second party may connect his wells the equal one eighth 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 when marketed or held in reserve.

Second party covenant and agree to locate all wells so as to interfere as little as possible with the cultivated portions 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 provision during the remainder of the term of this lease. Such payments may be made direct to the lessor or deposited to his credit in Bank of Oklahoma, Tulsa, Okla.