

AGREEMENT, Made and entered into the 28th day of May A. D. 1910, by and between William Berryhill of Red Fork, Okla., part y of the first part, lessor, and J. H. Anderson a corporation, of part y of the second part, lessee,

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of One Dollar <sup>and</sup> no 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 part y 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 part y of the second part, its heirs, executors, administrators, successors and assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, all that certain tract of land situate in the County of Tulsa State of Oklahoma, described as follows, to-wit: The North West Quarter (1/4) of Section Twenty Nine (29) Township Seventeen (17) North Range Thirteen (13) East

of Section 29, Township 17 N, Range 13, and containing 16.0 acres, more or less.

It is agreed that this lease shall remain in force for the term of ten years from this date, and as long thereafter as oil or gas or either of them is produced therefrom by the part y of the second part, its heirs, executors, administrators, successors and assigns.

In consideration of the premises the said part y of the second part covenants and agrees:

1st. To deliver to the credit of the first part y its heirs, executors, administrators, successors and assigns, free of cost, in the pipe line to which it may connect its wells, the equal One-eighth part of all oil produced and saved from the leased premises.

2nd. To pay to first part One Hundred Fifty \$ Dollars each year in advance for the gas from each well where gas only is found, while the same is being used off the premises, and the first part y to have gas free of cost to heat his stoves in dwelling house on said premises during the same time.

3rd. To pay to first part y for gas produced from any oil well and used off the premises at the rate of Twenty Five \$ Dollars per year for the time during which such gas shall be so used, said payments to be made each three months in advance.

The part y of the second part agrees to complete a well on said premises within one year from the date hereof, or pay at the rate of Twenty Five \$ Dollars 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 rent under this provision during the remainder of the term of this lease.

The part y of the second part shall have the right to use gas, oil and water from wells, springs or streams produced on said land for its operation thereon, except water from wells of first part y.

When requested by first part y, the second part y shall bury its pipe lines below plough depth on cultivated land.

No well shall be drilled nearer than One Hundred feet to the house or barn on said premises.

Second party shall pay for damages caused by it to growing crops on said lands.

The part y of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. All payments which may fall due under this lease may be made direct to William T. Berryhill at Red Fork, Okla. or deposited to his credit in Bank of Red Fork, Okla.

The part y of the second part, its heirs, executors, administrators, successors and assigns, shall have the right at any time on payment of One \$ Dollars to part y of the first part, his heirs, executors, administrators and assigns, 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.

All covenants and agreements herein set forth between the parties hereto shall extend to their heirs, executors, administrators, successors and assigns.

WITNESS our hands and seals, the day and year above set forth. Witness the following signatures and seals:

William T. Berryhill [SEAL]  
[SEAL]  
[SEAL]  
[SEAL]

STATE OF OKLAHOMA, Tulsa County, ss. Acknowledgment

On the 28th day of May 1910, Before me, F. O. Brown a Notary Public in and for said County and State, duly qualified, commissioned and acting as such, personally appeared William T. Berryhill and personally known to me to be the identical person who executed the within and foregoing instrument, as lessor, and acknowledged to me that he had executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and seal the day and year above written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and date last above written. My commission expires 2/21-1911. (Seal) F. O. Brown Notary Public.

STATE OF OKLAHOMA, County, ss.

On the day of A. D. 191, before me a Notary Public in and for said County and State, duly qualified, commissioned and acting as such, personally appeared personally known to me to be the identical person who executed the within and foregoing instrument as lessee, and acknowledged to me that he had executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and date last above written.

My commission expires 191.

STATE OF OKLAHOMA, County, ss.

Before me, a, in and for said County and State, on this day of A. D. 191, personally appeared to me known to be the identical person who subscribed the name of the lessee, to-wit: and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and date last above written.

My commission expires 191.

STATE OF OKLAHOMA, County of ss.

This instrument was filed for record on the 15 day of July A. D. 1910, at 5 o'clock P. M., and duly recorded in Book Fee, \$.

J. H. Anderson  
Register of Deeds.