

OIL AND GAS LEASE.

COMPARED

THIS AGREEMENT, Made this 22nd day of August A. D. 1912, by and between David A. Shipman and Lizzie Shipman, his wife, of Tulsa County, Oklahoma of the first part, and G. C. Reed of Tulsa County, Oklahoma of the second part,

WITNESSETH, That the said party of the first part, for One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, and in further consideration of the rents, covenants and agreements hereinafter mentioned, has granted, demised and let unto the party of second part, their heirs, successors and assigns, all the oil and gas in and under that certain tract of land hereinafter described, and also all the said tract of land for the purpose and with the exclusive right of drilling and operating for said oil and gas, which said tract of land is situated in Tulsa County, Oklahoma, and described as follows, to-wit:

East half 1/4 of the northwest quarter (NW 1/4) Section 7 Township 18 Range 13 Acres 80
West half 1/4 of the northeast quarter (NE 1/4) Section 7 Township 18 Range 13 Acres 80
Southeast quarter (SE 1/4) of the northeast quarter (NE 1/4) Section 7 Township 18 Range 13 Acres 40
East twenty-five (25) acres of lot three (3) Section 7 Township 18 Range 13 Acres 25

containing 225 acres, more or less. But no wells shall be drilled within 100 feet of the present buildings, except by mutual consent.

The party of the first part grants the further privilege to the party of the second part, their heirs, successors and assigns, of using sufficient water and gas from the premises necessary to the operations thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time machinery or fixtures placed on the premises by said second party.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, their heirs, successors and assigns, for the term of Fifteen years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said second party.

IN CONSIDERATION WHEREOF, The said party of the second part agrees to deliver to party of the first part in tanks or pipe lines the one eighth (1/8) part of all oil produced and saved from the leased premises. And should gas be found on said premises in paying quantities, second party agrees to pay 2.00 yearly for the products of each gas well, while the same is being sold off the premises, and first part shall have free use of gas for domestic purposes, by making their own connections for such gas at the well at their own risk and expense.

Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises and to pay all damages to growing crops caused by said operations.

PROVIDED, HOWEVER, That if a well is not drilled and completed on said premises within six months from date hereof, then this lease and agreement shall be null and void, unless the party of the second part within each and every year after the expiration of the time above mentioned for the completion of a well, shall pay a rental of one dollar per acre.

until a well is drilled and completed on said premises, or until this lease is cancelled as hereinafter provided, should the first well drilled hereunder fail to produce oil or gas in paying quantities, then said second parties shall have six months from the date said first well is required to be completed to drill and complete a second well on said premises, and upon failure to do complete said second well within the time herein limited, then this lease shall be null and void.

And it is agreed that the completion of a well shall be and operate as a full liquidation of all rental under this provision during the remainder of this lease.

All rentals and other payments may be made direct to party of the first part or may be deposited to their credit at Bank of Commerce of Tulsa, Okla. And further, upon the payment of One Dollar at any time after one year from the date hereof by the party of the second part, their heirs, successors and assigns, to the party of the first part, their heirs, successors and assigns, said lessee 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.

All the conditions between the parties hereto shall extend and apply to their heirs, successors and assigns.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals, the day and year above written.

Signed, Sealed and Delivered in the Presence of

David A. Shipman [SEAL]
Lizzie Shipman [SEAL]
G. C. Reed [SEAL]

STATE OF OKLAHOMA, County of Tulsa, ss.

On the 22nd day of August A. D. 1912, before me, the subscriber, a Notary Public in and for said County and State, personally appeared David A. Shipman, and Lizzie Shipman his wife and G. C. Reed to me known to be the identical persons named in, and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, including the release and waiver of rights under the Homestead Exemption Laws, for the uses and purposes therein set forth, and desired that it might be recorded as such.

WITNESS my hand and official seal, on the date above written.

My Commission Expires March 29 - 1911 (seal) Bennjamin C. Comer Notary Public.

STATE OF OKLAHOMA, County of Tulsa, ss.

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This instrument was filed for record on the 13 day of Sept A. D. 1912, at 9 o'clock a M., and duly recorded in Book 13 on page 13.

H. C. Walker [SEAL]
 Register of Deeds.