

22 * If the parties to the second part shall not be bound by any change in the ownership of said land until duly notified of any change, either by notice in writing duly signed by the parties to the instrument of conveyance, or by the receipt of the original instrument of conveyance or a duly certified copy thereof.

COMPARED

AGREEMENT, Made and entered into the 1st day of July, A. D. 1911, by and between

Lizzie Fields, of Oklahoma, part of the first part, lessor, and Exeter Oil Company, Tulsa, Oklahoma, Corporation of, part of the second part, lessee.

WITNESSETH, That the said part of the first part, for and in consideration of the sum of One and no/100 Dollars, in hand well and truly paid by the said 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 of the second part, to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said part 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 situated in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

Interest in the West half (W/2) of South west quarter (SW/4) of Section Five (5), Township Eighteen, Range Thirteen (13) East.

of Section, Township, Range, and containing 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 of the second part, its heirs, executors, administrators, successors and assigns.

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

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

2nd. To pay to first part, its heirs, executors, administrators, successors and assigns, Dollars each year in advance for the gas from each well where gas oil is found, while the same is being used off the premises, and the first part, its heirs, executors, administrators, successors and assigns, shall have gas free of cost for use in the premises during the same time.

3rd. To pay to first part, its heirs, executors, administrators, successors and assigns, for gas produced from any oil well and used off the premises at the rate of Fifty and no/100 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 of the second part agrees to complete a well on said premises within months from the date hereof, or pay at the rate of Dollars, in advance, for each additional 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 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.

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

No well shall be drilled nearer than 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 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 the lessor or deposited to the credit in Central National Bank of Tulsa, Okla.

The part of the second part, its heirs, executors, administrators, successors and assigns, shall have the right at any time on payment of Dollars to part of the first part, its 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 the 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 (copied) Lizzie Fields [SEAL]
U. S. Bureau [SEAL]
R. B. Swearingen [SEAL]
Exeter Oil Co. [SEAL]
By C. J. Wroughtman [SEAL]

STATE OF OKLAHOMA, County of Tulsa, ss.

On this 1st day of July, 1911, before me, the undersigned, a Notary Public in and for said County and State, duly qualified, commissioned and acting as such, personally appeared Lizzie Fields and to me personally known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she had executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal.

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 June 28th 1912. Lester Currie Notary Public.

STATE OF OKLAHOMA, County of Tulsa, ss.

Before me, the undersigned authority, On this 1st day of July, 1911, before me, a Notary Public in and for said County and State, duly qualified, commissioned and acting as such, personally appeared C. J. Wroughtman and to me personally known to be the identical person who executed the within and foregoing instrument as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Witness my hand and official seal.

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 June 28th 1912. Lester Currie Notary Public.

STATE OF OKLAHOMA, County of Tulsa, ss.

Before me, a Notary Public in and for said County and State, on this 1st day of July, A. D. 1911, personally appeared to me known to be the identical person who subscribed the name of the lessee, to-wit: Exeter Oil Company, 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 1911.

STATE OF OKLAHOMA, County of Tulsa, ss.

This instrument was filed for record on the 3rd day of July, A. D. 1911, at 3 o'clock P. M., and duly recorded in Book on page Fee, \$ H. C. Wroughtman

Registry of Deeds.