

# 32739

COMPARED

AGREEMENT, Made and entered into the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 191\_\_\_\_, by and between

E. J. Peckles and Rosa Peckles,  
 of Polk Co. Okla, parties of the first part, James, and W. A. Tully A. T.  
Bailey & J. M. Mahan, a corporation, of jointly part 8 of the second part, lessee

WITNESSETH, That the said part 8 of the first part, for and in consideration of the sum of One Dollar, in hand well and truly paid by the said part 8 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 8 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 8 of the second part, their 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 Polk State of Oklahoma, described as follows, to-wit:

The East half of the Northwest quarter of the Northeast quarter and the North half of the North half of the Southeast quarter of the North East quarter  
 of Section 24, Township 19, Range 12, and containing 25 acres, more or less.

It is agreed that this lease shall remain in force for the term of 5 years from this date, and as long thereafter as oil or gas or either of them is produced from by the part 8 of the second part, their heirs, executors, administrators, successors and assigns.

In consideration of the premises the said part 8 of the second part covenants and agrees:

1st. To deliver to the credit of the first part 25 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 8 to have gas free of cost, to be used in a dwelling house on said premises during the same time, and to pay to first part 1 for gas produced from any oil well and used off the premises at the rate of 1 Dollar per year for the first during which such gas shall be used, said payments to be made each three months in advance.

2nd. The part 8 of the second part agrees to complete a well on said premises within twelve months from the date hereof, or pay at the rate of twenty-five Dollars, in advance, for each additional twelve 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 8 of the second part shall have the right to use gas, oil and water from all oil and water produced on said land for its operation thereon, except water from wells of first part 8.

When requested by first part 8, the second part 8 shall bury its pipe lines below plough depth, and without mutual consent.

No well shall be drilled nearer than 50 feet to the house or barn on said premises. without mutual consent.

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

The part 8 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 directly to E. J. Peckles or deposited to his credit in the Exchange National Bank, Tulsa, Okla.

For mutual consideration of one dollar the part 8 of the second part 8 which is hereby acknowledged as the first part 8 of the second part 8 parties hereto as mutual consideration for the lease and all rights and interests in the premises herein set forth and for the uses and purposes therein set forth.

The part 8 of the second part, their heirs, executors, administrators, successors and assigns, shall have the right at any time on payment of One Dollar to part 8 of the first part, their heirs, executors, administrators, successors 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

F. O. Jackson Edwin J. Peckles [SEAL]  
Rosa Peckles [SEAL]  
 [SEAL]  
 [SEAL]

STATE OF OKLAHOMA, County of Polk, ss. Be it remembered that  
 On this 7th day of July, 1915, before me, Edwin J. Peckles,  
 a Notary Public in and for said County and State, duly qualified, commissioned and acting as such, personally appeared Edwin J. Peckles  
 and Rosa Peckles to me personally known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they had executed the same as their 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 year above written.

My commission expires May 5th, 1915. F. O. Jackson, 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 \_\_\_\_\_  
 and \_\_\_\_\_ 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 \_\_\_\_\_ 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: \_\_\_\_\_ to the foregoing instrument as its \_\_\_\_\_  
 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 Polk, ss. July, A. D. 1915, at 8:10 o'clock a M., and  
 duly recorded in Book \_\_\_\_\_ on page \_\_\_\_\_ Fee, \$ \_\_\_\_\_  
H. E. Walker,  
 Registrar of Deeds.

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