

THIS AGREEMENT, Made this 21st day of July, A. D. 1911, by and between

Dora D. Pilcher and Gladys M. Pilcher his wife of the first part, and
H. A. Earns 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~~ ^{has} granted, demised, ~~and~~ ^{leased} unto the party of second part, ~~his~~ ^{his} 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 the county of Tulsa, State of Oklahoma, and described as follows, to-wit:

The Northeast quarter of the Section Township Range Acres
Northeast quarter of Section Section Township Range Acres
Thirty one and Lot Seven of Section Township Range Acres
Section Twenty nine and Lot Section Township Range Acres
Two of Section Thirty Two all in Township Eighteen North
and Range Thirteen East of Indian Base and Meridian.

containing eighty four acres, more or less. But no wells shall be drilled within 300 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~~ ^{his} heirs, successors and assigns, of using sufficient water and gas ~~from~~ ^{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 lessee,

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, ~~their~~ ^{his} heirs, successors and assigns, for the term of 15 years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said second party lessee,

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 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 One hundred fifty Dollars yearly in advance for the product of each gas well, while the same is being sold off the premises, and first party shall have free use of gas for domestic purposes, by making ~~their~~ ^{their} own connections for such gas at ~~the well~~ ^{the well} and ~~their~~ ^{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 on said premises within two years 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 drilling of a well, shall pay a rental of fifty cents per acre until a well is drilled thereon, or until this lease is cancelled as hereinafter provided.

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 parties of the first part or may be deposited to their credit at Colonial Trust Co. Tulsa. And further, upon the payment of One Dollar at any time after one by the party of the second part, ~~his~~ ^{his} heirs, successors and assigns, to the parties of the first part, ~~their~~ ^{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 ~~the~~ ^{their} hands and seals, the day and year above written.

Signed, Sealed and Delivered in the Presence of

Dora D. Pilcher [SEAL]

Gladys M. Pilcher [SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF OKLAHOMA, County of Tulsa, ss.

On the 21st day of July, A. D. 1911, before me, the subscriber, W. S. Brockman, in and for said County and State, personally appeared Dora D. Pilcher and Gladys M. Pilcher his wife, personally known to me to be the identical person 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.

(Seal) My Commission Expires Apr. 3rd 1915.

W. S. Brockman, Notary Public.

STATE OF OKLAHOMA, County of Tulsa, ss.

On the day of , A. D. 1911, before me, the subscriber, a, in and for said County and State, personally appeared

to me known to be the identical person named in, and who executed the foregoing instrument, and acknowledged to me that executed the same as 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 Notary Public.

STATE OF OKLAHOMA Tulsa County.

This instrument was filed for record on the 22 day of July, A. D. 1911, at 10 o'clock a M., and duly recorded in Book 22 on page 244.

(Seal)

H. O. Walkey, Register of Deeds.