

COMPARED

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OIL AND GAS LEASE

H. B. SAMPSON & CO., ST. LOUIS

THIS AGREEMENT, Made this 27th day of July A. D. 1911, by and between Retta M. Allsup nee Blakemore & T. G. Allsup her husband of the first part, and Hayward Hayden 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, have granted, demised and let unto the party of second part, 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 Tulsa County, Oklahoma, and described as follows, to-wit:

3 1/2 of 28 1/4 of Section 26 Township 21 Range 13 Acres 8.0
 Section Township Range Acres
 Section Township Range Acres
 Section Township Range Acres

containing 8.0 acres, more or less. But no wells shall be drilled within three hundred 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, his heirs, ~~successors~~ and assigns, of using sufficient water and gas from the premises necessary to the operation 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 ~~party~~ lessee.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, their heirs, ~~successors~~ and assigns, for the term of ten 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 parties 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 part agrees to pay \$ 150.00 yearly for the products of each gas well, while the same is being sold off the premises, and first part lessee 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 part 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 12 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 3 months after the expiration of the time above mentioned for the drilling of a well, shall pay a rental of \$ 20.00 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 credit of Retta M. Allsup. And further, upon the payment of One Dollar at any time after one year by the party of the second part, his heirs, ~~successors~~ and assigns, to the parties 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

Retta M. Allsup [SEAL]
nee Blakemore [SEAL]
T. G. Allsup [SEAL]
Hayward Hayden [SEAL]
 [SEAL]

STATE OF OKLAHOMA, County of Tulsa, ss.

On this 27th day of July, A. D. 1911, before me, the subscriber, Justice of the Peace, in and for said County and State, personally appeared Retta M. Allsup nee Blakemore and T. G. Allsup her husband well 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

John W. Beck Notary Public
Justice of the Peace

STATE OF OKLAHOMA, County of Tulsa, ss.

On the 28th day of July, A. D. 1911, before me, the subscriber, a Notary Public, 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 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

Notary Public.

STATE OF OKLAHOMA, Tulsa County.

This instrument was filed for record on the 28th day of July, A. D. 1911, at 8 o'clock a M., and duly recorded in Book 28 on page 10.

(Seal)

H. O. Wallberg
 Register of Deeds.