

OIL AND GAS LEASE.

33223

THIS AGREEMENT, Made this 1st day of July, A. D. 1911, by and between Christopher C. Roberts and Lucy E. Roberts of the first part, and S. D. Radd of Tulsa Okla 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 ~~same~~ covenants and agreements hereinafter mentioned, ~~do~~ grant, demise ~~lease~~ 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 the County of Tulsa ~~State of~~ Okla, and described as follows, to-wit:

Section	Township	Range	Acres
<u>The north one half (1/2) of</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
<u>Southeast quarter (1/4) of south</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
<u>west quarter 1/4 and southwest quarter 1/4 of southeast quarter 1/4</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
<u>of south west quarter (1/4) of 8 Town 20 Range 13 East,</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>

containing 30 acres, more or less. But no wells shall be drilled within 200 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 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 ~~move~~ at any time machinery or fixtures placed on the premises by said ~~second party~~ lessees.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, ~~their~~ heirs, ~~successors~~ and assigns, for the term of 5 years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said, ~~second party~~ lessees.

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 ~~(one eighth)~~ 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 \$150.00 in advance yearly for the products of each gas well, while the same is being sold off the premises, and first part ~~lessees~~ 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.

~~Second party agrees~~ PROVIDED, HOWEVER That if a well is not commenced on said premises by May 16th 1912 from date hereof, then this lease and agreement shall be null and void, unless the part y of the second part within each and every twelve months after the expiration of the time above mentioned for the ~~commencement~~ of a well, shall pay a rental of 50¢ 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 Bank of Oklahoma at Tulsa Okla. 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 lessees 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

attest to mark

F. F. Cochran
S. M. Janeway

Christopher C. Roberts [SEAL]

Lucy E. Roberts [SEAL]

Frank E. Roberts [SEAL]

[SEAL]

[SEAL]

STATE OF OKLAHOMA, Tulsa County, ss.

On the 1st day of July, A. D. 1911, before me, F. F. Cochran, Notary Public in and for said County and State, personally appeared Christopher C. Roberts and Lucy E. Roberts

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 June 4, 1913

F. F. Cochran, Notary Public.

STATE OF OKLAHOMA, County of Tulsa, ss.

On the 29 day of June, A. D. 1911, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Christopher C. Roberts and Lucy E. Roberts

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 June 4, 1913 Notary Public.

STATE OF OKLAHOMA, Tulsa County.

This instrument was filed for record on the 29 day of June, A. D. 1911, at 10:50 o'clock a. M., and duly recorded in Book 29 on page 29.

H. C. Walkley, Register of Deeds.