

OIL AND GAS LEASE

38350

COMPARED

THIS AGREEMENT, Made this 14th day of July A. D. 1911, by and betweenE. S. Cunningham and Edward L. Schilling of the first part, and
R. G. Heald, F. H. Young, and C. E. Roth 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 granted, demised and let unto the party of second part, their 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:

NW 1/4 & SW 1/4 & NW 1/4 Section 12 Township 20 Range 12 Acres 10
 Section _____ Township _____ Range _____ Acres _____
 Section _____ Township _____ Range _____ Acres _____
 Section _____ Township _____ Range _____ Acres _____

containing 10 acres, more or less. But no wells shall be drilled within 150 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 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 remove at any time machinery or fixtures placed on the premises by said second party.

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

IN CONSIDERATION WHEREOF, The said parties of the second part agree 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 parties agree to pay \$150.00 yearly for the products of each gas well, while the same is being sold off the premises, and first part 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 parties agree 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 completed on said premises within 60 days from date hereof, then this lease and agreement shall be null and void, unless the parties of the second part within each and every 30 days after the expirations of the time above mentioned for the completion of a well, shall pay a rental of Six + 25/100 (\$6.25) Dollars, until a well is completed thereon, or until this lease is cancelled as hereinafter provided.

Parties of second part hereby agree to make a thorough test, 15 barrels to be considered a paying well.

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 National Bank of Commerce. And further, upon the payment of One Dollar at any time after one year by the parties of the second part, their 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

E. S. Cunningham [SEAL]
Edward L. Schilling [SEAL]
R. G. Heald [SEAL]
F. H. Young [SEAL]
C. E. Roth [SEAL]

STATE OF OKLAHOMA, County of Tulsa, ss.

On the 14th day of July A. D. 1911, before me, the subscriber, a Notary Public in and for said County and State, personally appeared E. S. Cunningham

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

(Seal) WITNESS my hand and official seal, on the date above written.
 My Commission Expires Jan 17-1914

Henry L. Reed Notary Public.

STATE OF OKLAHOMA, County of Cherokee, ss.

On the 18th day of July A. D. 1911, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Edward L. Schilling

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

(Seal) WITNESS my hand and official seal, on the date above written.
 My Commission Expires Jan 21, 1911

Taylor J. Downer Notary Public.

STATE OF OKLAHOMA, Tulsa County.

This instrument was filed for record on the 3 day of Aug A. D. 1911, at 10:50 o'clock a M., and duly recorded in Book _____ on page _____

(Seal) H. C. Walkley Register of Deeds.