26

* The party of the second part shall not be bound by any change in the ownership of said land until duly notified of any change, either by private instrument duly signed by the parties to the instrument of conveyance or by the receipt of the original instrument of conveyance or a duly certified copy thereof. #32785

GEO. B. FERGUSON & CO., ST. LOUIS

COMPARED

This AGREEMENT, Made and entered into in duplicate the 8th day of July A. D. 191 1, by and between J. S. Martin and Ada Martin of Tulsa County Oklahoma, part y of the first part, lessor, and Henry Homeclaw ~~a corporation, of~~ part y of the second part, lessee,

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of One Dollar & other considerations Dollars, in hand well and truly paid by the said part y 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 y of the second part, to be paid, kept and performed, has ~~s~~ granted, demised, leased and let, and by these presents do ~~es~~ grant, demise, lease and let unto the said ~~part of the~~ second part y his heirs, ~~executors, administrators,~~ successors ~~and~~ or 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 Tulsa, State of Oklahoma, described as follows, to-wit: All of Blocks numbered one (1) two (2), three (3) four (4), eleven (11) twelve (12) thirteen (13) fourteen (14), fifteen (15), sixteen (16), seventeen (17) and eighteen (18) in the town of Mounds Oklahoma according to the survey and plat of said town as filed in the Register of Deeds office of Tulsa County Oklahoma, of Section, Township, Range, and containing acres, more or less.

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

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

1st. To deliver to the credit of the first part y, his heirs, ~~executors, administrators, successors and~~ or assigns, free of cost, in the pipe line to which he may connect his wells, the equal one eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay to first part y One Hundred Fifty 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 y to have gas free of cost ~~to heat~~ ~~free~~ in dwelling house on said ~~premises~~ land during the same time, by making his own connections with the well from any such well for 3 stoves and 8 incandescent lights in the principal

3rd. To pay to first part y for gas produced from any oil well and used off the premises at the rate of Fifty Dollars per year for the time during which such gas shall be so used, said payments to be made each three months in advance.

The part y 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 One Dollar in advance ~~Dollars~~ 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 y of the second part shall have the right to use gas, oil and water ~~from wells, springs or streams~~ free of cost produced on said land for ~~its~~ operation thereon, except water from wells of first part y.

When requested by first part y, the second part y shall bury his pipe lines below plough depth ~~on cultivated land.~~

No well shall be drilled nearer than 200 feet to the house or barn on said premises.

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

The part y 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 direct to the lessor or deposited to his credit in Farmers & Merchants State Bank of Bixby Okla

The part y of the second part, his heirs, ~~executors, administrators,~~ successors ~~and~~ or assigns, shall have the right at any time on payment of One Dollars to part y of the first part, his heirs, ~~executors, administrators and~~ or 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~~ or assigns.

~~WITNESS our hands and seals, the day and year above set forth.~~

WITNESS: the following signatures and seals,

J. S. Martin [SEAL.]
Ada Martin [SEAL.]
[SEAL.]
Henry Homeclaw [SEAL.]

STATE OF OKLAHOMA, County of Tulsa ~~County~~, ss.

On this 8th day of July A. D., 191 1, before me the undersigned a Notary Public in and for said County and State, ~~duly qualified, commissioned and acting as such,~~ personally appeared J. S. Martin and Ada Martin and Henry Homeclaw personally known to me to be the identical persons who executed the within and foregoing instrument, ~~as lessors~~, 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~~ Witness my hand and ~~affixed my~~ official seal, ~~on the day and date last above written.~~

(Seal) My commission expires 12/31 191 1 W. E. Prewett, 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 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 Tulsa, ss.

This instrument was filed for record on the 11 day of July A. D. 191 1, at 8 o'clock a M., and duly recorded in Book 92 on page 26 Fee, $

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

⊗ Provided, this surrender clause and the option therein reserved to the lessee shall cease and determine, and be of no further force or effect, and the lessee shall immediately surrender to the lessor, his heirs, executors, administrators and forwarded with the initiation of any suit in any court of law or equity for the recovery of the leased land, or any part thereof, or to recover possession of the leased land, or any part thereof against or from the lessor, his heirs, executors, administrators, successors or assigns, or any other person or persons.