

# 40958

THIS AGREEMENT, Made this 8 day of Feb A. D. 1912, by and betweenEmma Drew  
H.R. Kerstetterparty of the first part, and  
party 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:

E 1/2 of the NW 1/4 Section 20 Township 19 Range 13 Acres 10  
S 1/2 of E 1/2 of NW 1/4 of NW 1/4 Section 20 Township 19 Range 13 Acres 10  
 Section Township Range Acres  
 Section Township Range Acres

containing 90 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, 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 ten 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 party of the second part agree to deliver to part 4 of the first part in tanks or pipe lines the 1/8 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 part 4 agrees to pay \$2.00 yearly for the products of each gas well, while the same is being sold off the premises, and first part 4 shall have free use of gas for domestic purposes, by making her own connections for such gas at the well at her own risk and expense.

Second part 4 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 1 year from date hereof, then this lease and agreement shall be null and void, unless the part 4 of the second part within each and every year after the expirations of the time above mentioned for the completion of a well, shall pay a rental of fifty cents (\$ .50) per acre until a well is completed thereon, or until this lease is cancelled as hereinafter provided.

whether producing or dry.

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 part 4 of the first part or may be deposited to her credit at Colonial Trust & Bank. And further, upon the payment of One Dollar at any time after 1 year by the part 4 of the second part, her heirs, successors and assigns, to the part 4 of the first part, her 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

Emma Drew [SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF OKLAHOMA, County of Tulsa, ss.

On the 21st day of February A. D. 1912, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Emma Drew

to me known to be the identical person named in, and who executed the foregoing instrument, and acknowledged to me that she executed the same as her 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 Feb 23, 1912 seal Orville S Booth Notary Public.

STATE OF OKLAHOMA, County of Tulsa, ss.

On the 16 day of May A. D. 1912, before me, the subscriber, a Notary Public in and for said County and State, personally appeared H.R. Kerstetter

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.

WITNESS my hand and official seal, on the date above written.

My Commission Expires May 16, 1912 seal H.R. Kerstetter Notary Public.

STATE OF OKLAHOMA, County of Tulsa, ss.

This instrument was filed for record on the 16 day of May A. D. 1912, at 1 o'clock P. M., and duly recorded in Book 16 on page 16

H.R. Kerstetter Register of Deeds.