

OIL AND GAS LEASE

COMPARED

41777

THIS AGREEMENT, Made this 31 day of May A. D. 1912, by and between
B. H. Ewens & M. F. Ewens his wife of the first part, and
U. H. Rees 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:

W 1/2 of SW 1/4 of Section 23 Township 22 Range 13 Acres 80
Section _____ Township _____ Range _____ Acres _____
Section _____ Township _____ Range _____ Acres _____
Section _____ Township _____ Range _____ Acres _____

containing 80 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 7 of the second part agree to deliver to party 1st of the first part in tanks or pipe lines the 1/10 part of all oil produced and saved from the leased premises. And should gas be found on said premises in paying quantities, second party 7 agrees to pay \$1.50 yearly for the products of each gas well, while the same is being sold off the premises, and first part 1 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 7 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 one year from date hereof, then this lease and agreement shall be null and void, unless the part 7 of the second part within each and every year after the expirations of the time above mentioned for the drilling of a well, shall pay a rental of 10 per acre per year in advance 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 party 1st of the first part or may be deposited to their credit at First Nat Bank in Oklahoma City. And further, upon the payment of One Dollar at any time after one year by the part 7 of the second part, his heirs, successors and assigns, to the part 1st 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

B. H. Ewens [SEAL]

M. F. Ewens [SEAL]

U. H. Rees [SEAL]

[SEAL]

STATE OF OKLAHOMA, County of Rogers, ss.

On the 31 day of May A. D. 1912, before me, the subscriber, a Notary Public in and for said County and State, personally appeared B. H. Ewens and M. F. Ewens his wife

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 June 8th 1915 (seal) # George L. Hicks Notary Public.

STATE OF OKLAHOMA, County of Tulsa, ss. Be it remembered that
On the 13 day of June in the year of our Lord one thousand nine hundred and twelve, before me, the subscriber, a Notary Public in and for said County and State, personally appeared U. H. Rees and

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. In witness whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

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

My Commission Expires May 8th 1915 (seal) # Irene Hale Notary Public.

STATE OF OKLAHOMA, _____ County.

This instrument was filed for record on the 13 day of June A. D. 1912, at 3 o'clock P. M., and duly recorded in Book _____ on page _____

(seal)

H. H. Walkley Register of Deeds.

For and in consideration of the sum of \$1.00 the receipt of which is hereby acknowledged, I, U. H. Rees, hereby agree to sell to the above named party of the first part, B. H. Ewens and M. F. Ewens his wife, 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: W 1/2 of SW 1/4 of Section 23 Township 22 Range 13 Acres 80. And I agree to deliver to said party of the first part in tanks or pipe lines the 1/10 part of all oil produced and saved from the leased premises. And should gas be found on said premises in paying quantities, second party 7 agrees to pay \$1.50 yearly for the products of each gas well, while the same is being sold off the premises, and first part 1 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 7 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 one year from date hereof, then this lease and agreement shall be null and void, unless the part 7 of the second part within each and every year after the expirations of the time above mentioned for the drilling of a well, shall pay a rental of 10 per acre per year in advance 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 party 1st of the first part or may be deposited to their credit at First Nat Bank in Oklahoma City. And further, upon the payment of One Dollar at any time after one year by the part 7 of the second part, his heirs, successors and assigns, to the part 1st 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 B. H. Ewens M. F. Ewens U. H. Rees STATE OF OKLAHOMA, County of Rogers, ss. On the 31 day of May A. D. 1912, before me, the subscriber, a Notary Public in and for said County and State, personally appeared B. H. Ewens and M. F. Ewens his wife 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 June 8th 1915 (seal) # George L. Hicks Notary Public. STATE OF OKLAHOMA, County of Tulsa, ss. Be it remembered that On the 13 day of June in the year of our Lord one thousand nine hundred and twelve, before me, the subscriber, a Notary Public in and for said County and State, personally appeared U. H. Rees and 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. In witness whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written. WITNESS my hand and official seal, on the date above written. My Commission Expires May 8th 1915 (seal) # Irene Hale Notary Public. STATE OF OKLAHOMA, _____ County. This instrument was filed for record on the 13 day of June A. D. 1912, at 3 o'clock P. M., and duly recorded in Book _____ on page _____. (seal) H. H. Walkley Register of Deeds.