

Original COMPARED

AGREEMENT, Made and entered into this 15th day of August, A. D. 1910, by and between Florence S. Evans and Mark P. Evans of Thagawer County of Oklahoma, parties of the first part, lessor, and H. C. Elliott of Oklahoma, a corporation, of the second part, lessee.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of one Dollars, in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the party of the second part, to be paid, kept and performed, have granted, demised, leased and let, and by these presents do grant, demise, lease and convey unto the said party of the second part, his heirs, executors, administrators, successors and 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:

Lot Eight of Block 11, Town 20, Range 12 and the NW 1/4 of the SE 1/4 of Sec. 11, Town 20, Range 12, containing 1.25 acres, more or less, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

It is agreed that this lease shall remain in force for the term of three years from this date, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, his heirs, executors, administrators, successors and assigns. And the said first parties also

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

1st. To deliver to the credit of the first parties, their heirs, executors, administrators, successors and 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 parties 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 parties to have gas free of cost to heat & light stoves in dwelling house on said premises during the same time.

3rd. To pay to first parties for gas produced from any oil well and used off the premises at the rate of Twenty Five 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 party of the second part agrees to complete a well on said premises within one year from the date hereof, or pay at the rate of one and 20/100 Dollars, in advance, for each additional three 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 party of the second part shall have the right to use gas, oil and water from wells, springs or streams produced on said land for its operation thereon, except water from wells of first parties.

When requested by first parties, the second party shall bury his pipe lines below plough depth on cultivated land.

No well shall be drilled nearer than twenty 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 party 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 or deposited to credit in second party agrees to protect the lines of this lease and of all paying producing wells.

The party of the second part, his heirs, executors, administrators, successors and assigns, shall have the right at any time on payment of one Dollars to parties of the first part, their heirs, executors, administrators and 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, and this grant becomes hereby null and void.

All covenants and agreements herein set forth between the parties hereto shall extend to their heirs, executors, administrators, successors and assigns. WITNESS our hands and seals the day and year above set forth.

WITNESS:  
C. P. Eakin  
Florence S. Evans [SEAL]  
Mark P. Evans [SEAL]  
H. C. Elliott [SEAL]

STATE OF OKLAHOMA, Thagawer County, ss.  
On the 15th day of August, A. D., 1910, before me  
a Notary Public in and for said County and State, duly qualified, commissioned and acting as such, personally appeared  
and personally known to me to be the identical person who executed the within and foregoing instrument, as lessor, and acknowledged to me that he had executed the same as his 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 1911 Notary Public.

STATE OF OKLAHOMA, County, ss.  
On the day of A. D., 1910, 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 his 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 1911

STATE OF OKLAHOMA, Thagawer County, ss.  
Before me, a Notary Public, in and for said County and State, on this 5th day of August, A. D. 1910, personally appeared Florence S. Evans & Mark P. Evans, her husband, to me known to be the identical person who subscribed the name of the lessee, to wit: executed the within and foregoing instrument as its 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 December 17, 1910  
Estelle Simpson [Seal] Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.  
This instrument was filed for record on the 8th day of August, A. D. 1910, at 8 o'clock A. M., and duly recorded in Book 22 on page 3. Fee, \$  
H. C. Wadley [Seal] Register of Deeds.

Evans to be deemed fully releasing and assigning this grant. Evans truly agree to notify first parties in the event of an assignment of this lease.