

58149

AGREEMENT, Made and entered into the 14th day of January, A. D. 1914, by and between

W. B. Kelly, part of the first part, lessor, and The Exchange National Bank of Tulsa, Oklahoma, a corporation, part of the second part, lessee

WITNESSETH, That the said part of the first part, for and in consideration of the sum of _____ Dollars, in hand well and truly paid by the said part 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 of the second part, to be paid, kept and performed, has granted, demised, leased and let, and by these presents do grant, demise, lease and let unto the said part of the second part, 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 _____ State of Oklahoma, described as follows, to-wit:

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 years from this date, and as long thereafter as oil or gas or either of them is produced therefrom by the part of the second part, heirs, executors, administrators, successors and assigns.

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

1st. To deliver to the credit of the first part, heirs, executors, administrators, successors and assigns, free of cost, in the pipe line to which _____ may connect _____ wells, the equal _____ part of all oil produced and saved from the leased premises.

2nd. To pay to first part _____ 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 to have gas free of cost to heat _____ stoves in dwelling house on said premises during the same time.

3rd. To pay to first part _____ for gas produced from any oil well and used off the premises at the rate of _____ 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 of the second part agrees to complete a well on said premises within _____ from the date hereof, or pay at the rate of _____ Dollars, in advance, for each additional _____ 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 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 part.

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

No well shall be drilled nearer than _____ 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 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 _____

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

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:

[SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

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 _____ 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 _____ 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____ 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 _____, ss.

This instrument was filed for record on the _____ day of _____ A. D. 191____ at _____ o'clock _____ M., and duly recorded in Book _____ on page _____ Fee, \$ _____

Register of Deeds.