OIL AND GAS LEASE. # 32956

AGREEMENT, Made and entered into ~~this~~ the 14th day of July 1911, by and between

Wm. R. Harris

of Muskogee Oklahoma, party of the first part,

and E. T. Braden

of Pittsburg Pa party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Dollar to him in hand well and truly paid, by 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 said party of the second part, to be paid, kept and performed, has granted, ~~demised, leased~~ and conveyed ~~let~~ and by these presents do grant, ~~demise, lease~~ and convey ~~let~~ unto the said party of the second part, his successors ~~heirs~~ or assigns, for the sole and only purpose of mining and operating for ~~and producing~~ oil and gas, and of laying pipe lines, and of building tanks, stations and structures thereon to take care of the said products, ~~with the right of going in, upon, over and across said land for the purpose of operating the same, all of the following described~~ All that certain tract of land, situated in Tulsa County, ~~State of~~ Oklahoma, to-wit: The NE 2.50 acres of SE 10 acres of Lot 3 and S/2 of N/2 of NE of SW 20 acres of Lot 4 and S/2 of N/2 of S 20 acres of Lot 4, and S/2 of SE 10 acres of Lot 4 and SE 2.50 acres of SW 10 acres of Lot 4, all of Section Four

~~Section~~ 4 Township 16 North, Range 14 East, containing 35 acres, more or less, ~~and being the same land which was allotted to~~ reserving, however, therefrom two hundred feet around the building on which no well shall be drilled by either party except by mutual consent.

IT IS AGREED, That this ~~case~~ lease shall remain in force for the term of ~~five~~ two 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 or assigns. Otherwise this lease to become null and void.

IN CONSIDERATION OF THE PREMISES, The said party of the second part covenants and agrees: 1st—To deliver to the credit of the said first party, his heirs or ~~and~~ assigns, free of cost, in the pipe line to which it may connect its wells, or pay the market price thereof in each of its tanks, the equal 1/8 part of all oil produced and saved from the ~~leased~~ premises; and, 2nd—To pay ~~to said first party~~ Two hundred ~~Dollars~~ quarterly in advance per year for the gas from each and every gas well drilled on said premises, the product from which is marketed and ~~sold~~ used off the premises, said payment to be made on each well within sixty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly, ~~in advance~~, thereafter while the gas from said well is so used. ~~The party of the first part shall have the privilege of using at his own risk, free of cost, sufficient gas for one dwelling house from any gas well found on above described land by making ..... own connection at the well. First party ..... to fully use and enjoy said premises for farming purposes, except such parts as may be used by second party ..... in operating upon said premises.~~ Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises.

~~IT IS FURTHER AGREED, That a well shall be completed upon the above described premises within one year from the date hereof, and in case a well is not completed as above provided the party ..... of the second part shall pay to the party ..... of the first party, ..... heirs or assigns, an annual rental of ..... Dollars, in advance, for each year such completion is delayed until a well is completed, and it is agreed that the completion of a well shall be and operate as a full liquidation of the rental under this lease during the remainder of the term. All payments may be made direct to the lessor ..... or deposited to ..... credit in the ..... Bank of .....~~

The party of the second part further agrees that in case no well is drilled for oil or gas within two years from the date hereof this lease shall become null and void.

IT IS AGREED, That the second party ~~shall~~ is to have the privilege of using sufficient water, ~~oil and gas~~ from the premises to run all necessary machinery, and at any time may remove all machinery and fixtures placed on said premises; ~~and, further, upon the payment of ..... Dollars, at any time, or by a deposit of said sum, together with all amounts due hereunder, in the ..... Bank of ..... aforesaid, said party ..... of the second part ..... heirs or assigns, shall have the right to surrender this lease for cancellation, and the delivery of a release to first party ..... in person or the deposit of the same together with the money in the ..... Bank aforesaid, shall operate as a complete surrender of all interest in said property, after which all payments and liabilities shall cease and determine and this lease become absolutely null and void.~~

~~IN WITNESS WHEREOF, Said parties have hereunto set their hands, this day and year first above mentioned.~~

WITNESS the following signatures and seals.

Wm R. Harris (Seal)

E. T. Braden (Seal)

STATE OF OKLAHOMA,
County of Muskogee } ss.

Acknowledgment,
on this 14th day of July 1911,

Before me, ..... a Notary Public ~~in~~ in and for ~~the~~ said County and State, personally appeared Wm R. Harris and ..... ~~on this ..... day of ..... 191~~, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his ~~the~~ free and voluntary act and deed, for the uses and purposes therein set forth.

~~IN~~ WITNESS ~~WHEREOF, I have hereunto set~~ my hand and seal, as such Notary Public on the day last above mentioned

(Seal) My Commission Expires 9-30-1913. Josephine M. Conway Notary Public.

STATE OF OKLAHOMA,
Tulsa County.
At Tulsa, Okla. }

I HEREBY CERTIFY That this instrument was filed for record in my office on 18 day of July 1911, at 11 30 o'clock a M., and is duly recorded in Record ..... Page .....

By ..... Deputy. H. C. Wallaby, Register of Deeds.

(Seal)

Assigned to the credit in Commercial National Bank to the credit of Tulsa Refining Co. Tulsa Okla. Provided for payment of the royalties