

OIL AND GAS LEASE

46770. COMPARED

AGREEMENT, Made and entered into this 20th day of December, 1912, by and between
J. W. Simmons & Fannie Simmons of Coweta, Oklahoma, part less of the first part,
 and E. R. Minchell of Tulsa, Okla. part of of the second part,

WITNESSETH: That the said part less of the first part, for and in consideration of the sum of Three Hundred (\$300.00) Dollar in hand well and truly paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said part of 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 let unto the said part of of the second part, his heirs or assigns, for the sole and only purpose of 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 land, situated in Tulsa County, State of Oklahoma, to-wit:

1/2 of SE 1/4 and NW 1/4 of SE 1/4, and SE 1/4 of SW 1/4 and SW 1/4
of NW 1/4 of
 Section 27 Township 18N North, Range 13E East, containing 2.00 acres more or less, and being the same land which was allotted to Walter, Hunter & Fred Murphy

IT IS AGREED, That this lease shall remain in force for the term of one Year from this date, and as long thereafter as oil or gas, or either of them, is produced therefrom by the part of of the second part, his heirs or assigns.

IN CONSIDERATION OF THE PREMISES, The said part of of the second part covenants and agrees: 1st—To deliver to the credit of the said first part is their heirs or assigns, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises; and, 2nd—To pay to said first part is their heirs or assigns 150 Dollars per year for the gas from each and every gas well drilled on said premises, the product from which is marketed and sold 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 part less of the first part shall have the privilege of using at their own risk, free of cost, sufficient gas for one dwelling house from any gas well found on above described land by making their own connection at the well. First part is to fully use and enjoy said premises for farming purposes, except such parts as may be used by second part of in operating upon said premises.

IT IS FURTHER AGREED, That a well shall be completed upon the above described premises within six months from the date hereof, and in case a well is not completed as above provided then this lease shall become absolutely null and void of the second part shall pay to the part of of the first part, his 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 all rental under this lease during the remainder of the term. All payments may be made direct to the lessor or deposited to their credit in the First National Bank of Coweta, Okla.

IT IS AGREED, That the second part shall have the privilege of using sufficient water, oil and gas from the premises to run all necessary machinery, and and further that a well shall be drilled within 200 ft of any buildings on said property at any time may remove all machinery and fixtures placed on said premises; and, further, upon the payment of _____ Dollars, at any time, without the consent of first parties First parties covenant that or by a deposit of said sum, together with all amounts due hereunder, in the Bank of _____ that there is now no valid oil and gas lease upon the above described premises. aforesaid, said part of 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 part 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, the day and year first above mentioned.

WITNESS:

STATE OF OKLAHOMA,
 County of Wagoner

Before me, Lem Vernon a Notary Public within and for the said County and State, personally appeared
J. W. Simmons & Fannie Simmons
 of this 20 day of Dec, 1912, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged that they executed the same as their own 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.

My Commission Expires Sept 20 1914 Seal Lem Vernon Notary Public.

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

I HEREBY CERTIFY That this instrument was filed for record in my office on 21 day of Dec, 1912, at 8:40 o'clock 9 M., and is duly recorded in Record 72 Page 491

By Seal Deputy H. C. Winkley Register of Deeds.

State of Oklahoma, County of Wagoner, before me, Beatha Johnson, a Notary Public within and for the said County and State, personally appeared J. W. Simmons & Fannie Simmons, who are known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged that they executed the same as their own free and voluntary act and deed, for the uses and purposes therein set forth. (Seal) Beatha Johnson, Notary Public.