

# 48796

AGREEMENT, Made and entered into this 15<sup>th</sup> day of January, 1913, by and between

Ethel Holly a single woman of Broken Arrow Oklahoma, part 3 of the first part,  
and J. V. Reid of Tulsa Okla part 3 of the second part,

WITNESSETH: That the said part 3 of the first part, for and in consideration of the sum of Twenty Dollars 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 the second part, to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said part 3 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: The southeast quarter of the southeast quarter of the South west quarter of

Section 32 Township 20 North, Range 14 East, containing 10 acres, more or less, and being the same land which was allotted to Ethel Holly

IT IS AGREED, That this lease shall remain in force for the term of Five Years from this date, and as long thereafter as oil or gas, or either of them, is produced therefrom by the part 3 of the second part, his heirs or assigns.

IN CONSIDERATION OF THE PREMISES, The said part 3 of the second part covenant and agree: 1st—To deliver to the credit of the said first part 3 her 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 3 her heirs or assigns Three hundred 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 3 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 her own connection at the well. First part 3 to fully use and enjoy said premises for farming purposes, except such parts as may be used by second part 3 in operating upon said 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 part 3 of the second part shall pay to the part 3 of the first part, his heirs or assigns, an annual rental of ten 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 her credit in the First National Bank of Broken Arrow, Okla.

IT IS AGREED, That the second part 3 shall 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 one Dollars, at any time, or by a deposit of said sum, together with all amounts due hereunder, in the First National Bank of Broken Arrow aforesaid, said part 3 of the second part, his heirs or assigns, shall have the right to surrender this lease for cancellation, and the delivery of a release to first part 3 in person or the deposit of the same together with the money in the said 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:

Eugene H. Levy

Ethel Holly

C. O. Spencer

California  
STATE OF OKLAHOMA,  
County of San Francisco

Before me, Eugene H. Levy a Notary Public within and for the said County and State, personally appeared

Ethel Holly a single woman  
on this 17<sup>th</sup> day of February, 1913, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged that she executed the same as her 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 December 3<sup>rd</sup> 1914 Eugene H. Levy Notary Public.

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

San Francisco, State of California  
560 Wells Bldg

I HEREBY CERTIFY That this instrument was filed for record in my office on 26 day of Feb, 1913, at 9:30 o'clock A. M., and is duly recorded in Record Page 930

By \_\_\_\_\_ Deputy.

Lewis Clure

Register of Deeds.

(Seal)