

OIL AND GAS LEASE RECORD

#37562

SALL DODD WORTH BOOK CO. LEAVENWORTH, KAN. NO. 2139

Agreement. Made and entered into the 15th day of January, A. D. 1912, by and between J. A. Crutchfield and Nellie D. Crutchfield, his wife of Tulsa Oklahoma, part 1st of the first part, and Partners composed of E. A. Kemp, Jr. John D. Hayden of Tulsa Oklahoma part 2nd of the second part:

WITNESSETH, that the said part 1st of the first part, for and in consideration of the sum of One Dollar to them in hand well and truly paid by the said part 2nd 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 part 2nd of the second part, to be paid, kept and performed, has been granted and conveyed, and by these presents do grant and convey unto the said part 2nd of the second part, their successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and of building tanks, stations and structures thereon to take care of the said products, ALL that certain tract of land, situate in Tulsa County, Oklahoma, to-wit: Lot 4 of Section 3 Township 17 North, Range 13 East and Southwest Quarter of Southwest Quarter of Section 34, Township 18 North, Range 13 East containing Eighty (80) acres, more or less, reserving, however, therefrom 200 feet around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this grant shall remain in force for the term of 5 years from this date, and as long thereafter as oil or gas, or either of them, is produced therefrom by the part 2nd of the second part, their successors or assigns.

IN CONSIDERATION OF THE PREMISES the said part 2nd of the second part covenant and agree: 1st—To deliver to the credit of the first part this heirs and assigns, free of cost, in the pipe line to which it may connect its wells, or in tanks at the wells, or pay the market price therefor in cash, the equal 1/8 part of all oil produced and saved from these premises. And 2nd—To pay Two Hundred Dollars per year for the gas from each and every gas well drilled on said premises; the product from which is marketed and used off the premises, said payments to be made on each well within sixty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter while the gas from said well is so used.

Second part covenant and agree to locate all wells so as to interfere as little as possible with the cultivated portions of the premises. The part 2nd of the second part further agrees that in case no well is drilled for oil or gas within One year from the date hereof, all rights and obligations incurred under this grant and demise shall cease upon three months' notice in writing being served by the part 1st of the first part, unless the part 2nd of the second part shall check in payment of \$20.00 dollars, quarterly in advance for each additional 3 months such covenant is delayed for the time and as the mentioned for the completion of said well until a well is completed and it is agreed that the completion of such well shall be and provided that, upon the completion of said well, the above provided for rentals shall cease. Such payments shall be made direct to credit in or deposited to credit in.

IT IS AGREED that the second part is to have the privilege of using sufficient water from the premises to run all necessary machinery, and at any time to remove all machinery and fixtures placed on said premises; and, further, upon the payment of DOLLAR

at any time after giving three months' notice by the part 2nd of the second part, successors or assigns, to the part 1st of the first part heirs or assigns, said part 2nd of the second part, successors or assigns, shall have the right to surrender this grant 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 become absolutely null and void.

WITNESS the following signatures and seals:

WITNESS

ACKNOWLEDGMENT

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, a Notary Public in said for and County and State, on this 15th day of January, 1912, personally appeared J. A. Crutchfield and Nellie D. Crutchfield, his wife 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 free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal as such Notary Public on the day last above mentioned.

My commission expires 191 Notary Public.

ASSIGNMENT OF GRANT

KNOW ALL MEN BY THESE PRESENTS, That J. A. Crutchfield and Nellie D. Crutchfield, his wife for and in consideration of the sum of DOLLARS, the receipt of which is hereby acknowledged, has this day transferred, conveyed and sold unto Partners composed of E. A. Kemp, Jr. John D. Hayden of Tulsa Oklahoma in the foregoing grant.

ACKNOWLEDGMENT OF TRANSFER

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Notary Public, in and for the County and State aforesaid, on this 15th day of January, 1912, personally appeared J. A. Crutchfield and Nellie D. Crutchfield, his wife to me known to be the identical person who executed the above and foregoing assignment and acknowledged to me that he executed the same as free and voluntary act and deed for the uses and purposes therein expressed and set forth.

WITNESS my hand and notarial seal at Tulsa the day and year last above written.

My commission expires 191 Notary Public.

State of Oklahoma, Tulsa County, Tulsa, Okla.

I hereby certify that this instrument was filed for record in my office on 15th day of January, A. D. 1912, at 10 o'clock M.

By Notary Public Deputy Register of Deeds.