

## OIL AND GAS LEASE RECORD

#39056

SAND DOWNSOUTH BOOK CO., LEAVENWORTH, KAN. NO. 21399

Agreement, Made and entered into the 6th day of March, A. D. 1912, by and between

H. H. Bell

of Muskogee, Oklahoma, part 1/4 of the first part, and E. A. Jackson

of Muskogee, Oklahoma, part 1/4 of the second part:

WITNESSETH, That the said part 1/4 of the first part, for and in consideration of the sum of One Dollar to me in hand well and truly paid by the said part 1/4 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 1/4 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 1/4 of the second part, his 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:

The West half of the North East Quarter of Section Sixteen (16) Township  
 Seventeen (17) North and Range Thirteen (13) East

containing Eighty acres, more or less, reserving, however, therefrom 100 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 10 years from this date, and as long thereafter as oil or gas, or either of them, is produced therefrom by the part 1/4 of the second part, his successors or assigns.

IN CONSIDERATION OF THE PREMISES the said part 1/4 of the second part covenant and agree to: 1st—To deliver to the credit of the first part his 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 1/8th part of all oil produced and saved from these premises. And 2nd—To pay 150.00 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 1/4 covenant and agree to locate all wells so as to interfere as little as possible with the cultivated portions of the premises.

The part 1/4 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 secured under this grant and demise shall cease upon three months' notice in writing being served by the part 1/4 of the first part, unless the part 1/4 of the second part shall elect from year to year to continue this grant and demise in force as to any or all portions of the premises by paying in advance an annual rental of \$6.00 per acre for all of said premises or such portion thereof as the part 1/4 of the second part may designate, until a well is drilled, provided that, upon the completion of said well, the above provided for rentals shall cease. Such payments shall be made direct to H. H. Bell of Muskogee, Oklahoma or deposited to his credit in

The Commercial National Bank of Muskogee, Oklahoma.

IT IS AGREED that the second part 1/4 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 One

DOLLARS at any time after giving three months' notice by the part 1/4 of the second part, his successors or assigns, to the part 1/4 of the first part, his heirs or assigns, said part 1/4 of the second part, his 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

H. H. Bell

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

## ACKNOWLEDGMENT

STATE OF OKLAHOMA, Muskogee COUNTY, ss.

Before me, a Notary Public, in said for and County and State, on this 6th day of March, 1912, personally appeared H. H. Bell

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 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 Sept 5, 1912 (seal) Edward B. Miller, Notary Public.

## ASSIGNMENT OF GRANT

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of DOLLARS, the receipt of which is hereby acknowledged, has this day transferred, conveyed and sold unto

in the foregoing grant.

## ACKNOWLEDGMENT OF TRANSFER

STATE OF OKLAHOMA, COUNTY, ss.

Before me, a Notary Public, in and for the County and State aforesaid, on this day of 1912, personally appeared

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 his free and voluntary act and deed for the uses and purposes therein expressed and set forth.

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

My commission expires 1912 Notary Public.

State of Oklahoma, Tulsa County, Tulsa, Okla.

I hereby certify that this instrument was filed for record in my office on 7 day of Mar, A. D. 1912, at 11:30 o'clock A. M.

By Deputy H. H. Wadley Register of Deeds.