

OIL AND GAS LEASE RECORD

#49612

SAUL BODSWORTH BOOK CO., LEAVENWORTH, KAN. NO. 21099

Agreement, Made and entered into the First day of April, A. D. 1910, by and between

of part of J. J. Culbertson Texas part of of the first part, and Orin Ashton part of of the second part:

WITNESSETH, That the said part of of the first part, for and in consideration of the sum of One Dollar to him in hand well and truly paid by the said part of 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 of of the second part, to be paid, kept and performed, has granted and conveyed, and by these presents do grant and convey unto the said part of 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:

North half (N¹/₂) of Southeast Quarter (S. E. ¹/₄) and North Half (N¹/₂) of Southwest Quarter (S. W. ¹/₄) of Southeast Quarter (S. E. ¹/₄) of Section seventeen (17), Township sixteen (16), North Range thirteen (13), East

containing Ninety acres, more or less, reserving, however, therefrom 12.00 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 ten years 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 successors or assigns.

IN CONSIDERATION OF THE PREMISES the said part of of the second part covenant and agree as follows: 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 1/20th part of all oil produced and saved from these premises. And 2nd—To pay one 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 of covenant and agree as follows to locate all wells so as to interfere as little as possible with the cultivated portions of the premises.

The part of of the second part further agrees that in case no well is drilled for oil or gas within three year s 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 of of the first part, unless the part of 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 \$ 2.50 per acre for all of said tract or such portion thereof as the part of 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 J. J. Culbertson or deposited to his credit in First National Bank at Tulsa Oklahoma

IT IS AGREED that the second part of 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 five DOLLARS

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

J. J. Culbertson (Seal)
Orin Ashton (Seal)
(Seal)
(Seal)
(Seal)

STATE OF OKLAHOMA, Texas Lamar COUNTY, ss.

Before me, a Notary Public in said for and County and State, on this 1st day of April, 1910, personally appeared J. J. Culbertson and Orin Ashton to me known to be the identical person s who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their 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 June 1 1913 (seal) Nevill Brooks Notary Public.

ASSIGNMENT OF GRANT

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

ACKNOWLEDGMENT OF TRANSFER

STATE OF OKLAHOMA, Texas Lamar COUNTY, ss.

Before me, a Notary Public, in and for the County and State aforesaid, on this 25 day of March, 1913, personally appeared Orin Ashton 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 Tulsa the day and year last above written.

My commission expires 1913 Notary Public.

State of Oklahoma, Tulsa County, Tulsa, Okla.

I hereby certify that this instrument was filed for record in my office on 25 day of March, A. D. 1913, at 8 o'clock A. M.

By (seal) Lewis T. Line Deputy Register of Deeds.