

## OIL AND GAS LEASE RECORD

Agreement, Made and entered into the 3rd day of May, A. D. 1913, by and between Alice J. Barnes, a widow, H. B. Beel and E. C. Bothwell of Muskogee, Oklahoma, part of the first part, and Charles B. Shaffer of Muskogee, Oklahoma, part of the second part.

WITNESSETH, That the said part 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 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 the second part, to be paid, kept and performed, have granted and conveyed, and by these presents do grant and convey unto the said part 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 Muskogee County, Oklahoma, to-wit:

South thirty (3) and four (4) of Section five (5), and South fifty (50) acres, of the northeast (NE) 1/4 of Section six (6) Township 17 North, Range fourteen (14) East

containing \_\_\_\_\_ acres, more or less, reserving, however, therefrom \_\_\_\_\_ 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 five years from this date, and as long thereafter as oil or gas, or either of them, is produced therefrom by the part of the second part, their successors or assigns.

IN CONSIDERATION OF THE PREMISES the said part of the second part covenant and agree to: 1st--To deliver to the credit of the first part, their 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 part of all oil produced and saved from these premises. And 2nd--To pay \_\_\_\_\_ 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 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 of the first part, unless the part 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 \_\_\_\_\_ per acre for all of said land or such portion thereof as the part 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 \_\_\_\_\_ or deposited to \_\_\_\_\_ credit in \_\_\_\_\_

Commercial National Bank of Muskogee, Oklahoma

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 \_\_\_\_\_

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

Alice J. Barnes (Seal)  
H. B. Beel (Seal)  
E. C. Bothwell (Seal)  
Charles B. Shaffer (Seal)

## ACKNOWLEDGMENT

STATE OF OKLAHOMA, Muskogee COUNTY, ss.

Before me, a Notary Public, in said for and County and State, on this 13th day of May, 1913, personally appeared H. B. Beel and E. C. Bothwell

to me known to be the identical person 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 Aug. 29, 1916 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 \_\_\_\_\_, 191\_\_\_\_, personally appeared \_\_\_\_\_

to me known to be the identical person who executed the above and foregoing assignment and acknowledged to me that

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 \_\_\_\_\_ 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 21 day of May, A. D. 1913, at 8 o'clock \_\_\_\_\_ M.

By \_\_\_\_\_ Deputy \_\_\_\_\_ Register of Deeds.

State of Ohio, Lucas County: ss. Before me, a Notary Public, in and for said County and State, on this 13th day of May, 1913, personally appeared Alice J. Barnes, a widow, H. B. Beel and E. C. Bothwell, all of said County and State, 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.