

MISCELLANEOUS RECORD No. 434

WHEREAS, on the 8th day of September, 1937, Clark & Company, Inc., made, executed and delivered a certain oil payment in the sum of One Thousand Dollars (\$1,000.00) to be paid proratably out of an oil payment of One Hundred Thousand Dollars (\$100,000.00) to be paid proratably out of one-half (1/2) of the seven-eighths (7/8ths) of all oil produced and saved from the Bollman #1 well described as follows:

Part of the SW 1/4 of the SW 1/4 of the SW 1/4 of Section 14, Township 12 North, Range 3 West of the Indian Meridian, according to the Government survey thereof, and more particularly described as follows: That part of the above described quarter section lying north and west of a strip of land 110 feet in width through the said SW 1/4 of the SW 1/4 of the SW 1/4, and being 55 feet in width on each side of the following described center line; beginning at the SW corner of the above mentioned tract; running thence northeasterly to the NE corner of the said SW 1/4 of the SW 1/4 of the SW 1/4, heretofore deeded to the Oklahoma Railway Company, and the public of Oklahoma County, under date of October 28th, 1921, said deed being recorded in Book 246 of Deeds at Page 314,

to Green Head Bit & Supply Company, which said oil payment is recorded in Book 394 at Page 308 of the Miscellaneous records in and for Oklahoma County, Oklahoma, and,

WHEREAS, said oil payment has been paid in full, and there are no monies or credits due thereon; the same has been fully paid and extinguished and payment of the same is hereby acknowledged, and the undersigned does hereby and by these presents release said oil payment of record and acknowledges full satisfaction of all obligations thereunder.

WITNESS our hands and seals this 16 day of Sept., 1939.

GREEN HEAD BIT & SUPPLY CO.

By: J. M. Pittman, President.

ATTEST:

P. R. Snetcher, Secretary. (Corporate Seal)

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA.

Before me, the undersigned, a Notary Public within and for said County and State, on this the 16 day of September, 1939, personally appeared J. M. Pittman, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President, and duly acknowledged to me that he signed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires: July 26, 1941. (Notarial Seal) E. J. Mashburn, Notary Public.

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10. OIL AND GAS LEASE.

P. N. Leech., et ux.

To:

F. E. Harper, et al.

State of Oklahoma, Oklahoma County, ss:

This instrument was filed for record Sep 30, 1939, at 9:44 A.M., and recorded in Book 434, at Page 244.

Helen Nix, County Clerk.

Fee \$2.40

By Cunningham, Deputy.

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THIS AGREEMENT, made this 8th day of Sept. 1939, by and between the undersigned, hereinafter called lessors, and F. E. HARPER AND ROY J. TURNER, hereinafter called lessee,

WITNESSETH:

That the lessors, for and in consideration of the sum of Two Hundred Fifty (\$250.00) Dollars per lot, computed on a basis of thirty-five hundred (3500) square feet for each lot, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, have

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granted, demised, leased and let and by these presents do grant, lease, demise and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce save and take care of said products, all that certain tract of land situated in the County of Oklahoma, State of Oklahoma, described as follows, to-wit:

All of the lots situated in Block ten (10), Lincoln Park Addition to Oklahoma City, Oklahoma, according to the official plat thereof, described and set opposite the names of the respective lessors in the first paragraph below, the whole of the lots herein described being herein called the leased premises, it being understood and agreed that any lot or lots within the outer boundaries of the above described tract may at any time be included herein and become a part of the leased premises covered hereby upon the execution of this lease or any of the copies hereof by the owner or owners of said lot or lots so included. Authority is hereby granted lessee to, from time to time, insert in the first paragraph below the name of any such owner or owners together with a description of the lot or lots so included, with the same effect as if the same had been originally written and included herein.

LOTS LEASED	LESSORS.
9/16/39 P. N. Leech	(Lots 5 & 6 Block 10 ( Lincoln Park Add.
Dona C. Leech	(to Oklahoma City, Okla.

It is agreed that this lease shall remain in force for a term of two (2) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe lines or tanks to which it may connect its wells, the equal one-eighth (1/8th) part of all oil produced and saved from said leased premises, payable direct to the lessor.

And where gas only is found, one-eighth (1/8th) of the value of all raw gas at the mouth of the well, which said gas is being used or sold off the premises, payment for gas so used or sold to be made monthly.

To pay lessors for gas produced from any oil well and used off the premises one-eighth (1/8th) of the value of the raw gas at the mouth of the well, payment for the gas so used or sold to be made quarterly.

If said lessors own a less interest in the respective lots than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and all undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from the wells of lessors.

Lessee shall have right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privileges of assigning in whole is expressly allowed-- the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them,

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such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee hereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

It is further agreed by and between the lessor and lessee herein that within six (6) months that lessee, or its assigns, will file an application for a permit to drill a well for oil and gas on said block, and will prosecute said application with reasonable diligence until a permit has been granted and the order granting said permit has become final, and will within thirty (30) days from the date said permit becomes final and unappealable, commence operations for the drilling of an oil and gas well on said premises and thereafter prosecute the drilling with reasonable diligence until the Wilcox sand, found in that vicinity at approximately sixty-four hundred (6400) feet, has been reached; provided that if no well has been commenced on some portion of said Block Ten (10), or a communitized area including Block Ten (10), on or before twelve (12) months from this date, this lease shall terminate unless on or before said date the lessee has deposited to the credit of the lessors in the Liberty National Bank at Oklahoma City, Oklahoma, a delay rental of One (\$1.00) Dollar per lot, payment of which rental shall operate to continue this lease in force for a period of one (1) year from said date.

Should the first well drilled on the above premises be a dry hole, then, and in such event, if a second well be not commenced on said land within ninety (90) days from the time of the cessation of the drilling of the first well, then this lease shall terminate as to all parties.

Lessee agrees to pay a reasonable rental for the use of any surface occupied by the lessee in connection with its drilling or producing operations, and at the lessee's option it may purchase any or all of said improvements located on said premises; and, if the value of said use of said surface or said improvements is not mutually agreed upon with the owner thereof, the same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of said improvements or surface, one to be appointed by the lessee, and the third by the two so appointed, or if they do not agree, or if either party shall within five days after written request so to do, fail to appoint such arbitrators, then said arbitrator or arbitrators shall be appointed by the district judge senior in service in Oklahoma County, Oklahoma, and the award of such three persons or any two of them shall be final and conclusive. Lessee is hereby given a like option to settle and adjust any and all damages to the surface of the leased premises or the improvements thereon caused by its operations and for which the lessee may be legally liable.

It is further agreed that by the execution and filing of a proper release the lessee may terminate this lease and all the covenants hereof, as to any or all of the lots involved.

It is further agreed and understood that for the consideration paid at the time of the execution and delivery of this lease, and the other covenants on the part of the lessee herein that said leased premises shall be developed and operated as an entirety and that the drilling of one or more wells on such place on Block Ten (10) as said lessee, or assigns may determine best shall be a complete fulfillment of all the terms and conditions of said lease as to drilling and development of the said property as to all of the lot

