

Oil and Gas Lease

Agreement, made and entered into the 30th day of August  
1921 by and between Willard H. Brasher and Eddie M. Brasher,  
of Sterrett, Ala #1; herein after called Lessor, (whether one  
or more) and Gaston Scott, herein after called Lessee;  
Witnesseth: That the said lessor, for and in consideration  
of One Dollar, cash in hand and paid, receipt of which  
is hereby acknowledged, and of the covenants and agreements  
hereinafter contained on the part of lessee to be paid, kept  
and performed, have granted, devised, leased and let, and  
by these presents does grant, lease and let unto the said  
lessee for the sole and only purpose of mining and op-  
erating for oil and gas and of laying pipe line and of  
building tanks, power stations and structures thereat to pro-

duce, serve and take care of said products, all that certain  
tract of land situated in the County of Shropshire, State of Massachusetts,  
described as follows, to-wit:  $\frac{1}{2}$  of the Section 15, Township  
19, Range one West, and containing 80 acres, more or less.  
It is agreed that this lease shall remain in force for a  
term of ten years from this date, and as long thereafter as  
oil or gas, or either of them is produced from said land  
by the lessee.

First Consideration of the proposed Contracts  
and agrees:

Let. To deliver to the credit of lessor, free of cost, in the pipe  
line to which they may connect their wells, the quantity  
one-eighth part of all oil produced and saved from the  
leased premises and  $\frac{1}{10}$  th part of the gas.

2nd. To pay the lessor, fifty &  $\frac{1}{2}$ /100 Dollars, each year in  
advance for the gas from each well where gas only is  
found, while the same is being used off the premises, and  
lessor to have gas free of cost from any such well for  
all stoves and all inside lights in the principal dwelling  
house on said land during the time by making  
their own connections with the well at their own risk  
and expense.

3rd. To pay lessor for gas produced from any oil well  
used on the premises at the rate of fifty -  $\frac{20}{100}$  Dollars  
per year, for the time during which such gas shall be  
used, paid payments to be made such three months in advance  
of the well be commenced on said land or before the  
30th day of August, 1923. This lease shall terminate as to  
both parties, unless the lessee or before that date shall  
pay or tender to the lessor, or to the lessor's credit in the  
First National Bank at Birmingham, Ala., or its success-  
ors, which shall continue as the depository, regardless of  
change in the ownership of said land, the sum of Twenty -  
 $\frac{20}{100}$  Dollars, which shall operate as rental and consider-  
ation of deferring the commencement of a well for  
twelve months from said date. In like manner and  
upon like payments or tenders the commencement of a  
well may be further deferred for like periods of the  
same number of months successively. And it is under-  
stood and agreed that the consideration first recited

herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months thereafter, this lease shall terminate as to both parties, unless the lessor, or as before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided.

And it is agreed that upon the resumption of the payment of rentals as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said lessor only in proportion which their interest bears to the whole and undivided fee.

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

When requested by lessor lessor shall lay his pipe line below blow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of the lessor.

Lessee shall pay for damages caused by all operations to growing crops on said land.

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

If the estate of either party hereto is assigned - and the privilege of assigning in whole or in part 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 copy thereof, and it is hereby agreed that in the event the 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, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee thereof shall make due payment of said rental. Lessor hereby warrants and agrees to defend this 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 mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be exonerated to the rights of the holder thereof.

In witness whereof, I hereunto set our hands and seals, on the date first in above written.

Witness:

Hillard H. Brasher (Seal)  
Lillie M. Brasher (Seal)

The State of Alabama, I, J. D. Crane, a Notary Public in the County of Shelby, and for said County, in said State, hereby certify that Hillard H. Brasher and Lillie M. Brasher whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand, this the 30th day of August, 1921.

Seal of J. D. Crane

Notary Public

The State of Alabama, I, J. D. Crane, a Notary Public, in the County of Shelby, and for said County, in said State, do hereby certify that on the 30th day of August, 1921, came before me the within named Lillie M. Brasher, known to me to be the wife of the within named Hillard H. Brasher, who being examined separate and apart from the husband, made her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband. In witness whereof, I hereunto set my hand (and official seal),

This the 3rd day of August, 1921, Seal.

J. L. Orange, Notary Public.

State of Alabama, I. S. P. Mayor, Judge of Probate, Henry  
Shelby County. Certifying that the within Deed was filed in  
this office for record 13 day of Sept. 1921 at 8 o'clock A.M.  
and recorded in Deed Record 168 Pages 340-44 and examined.

I. S. P. Mayor  
Judge of Probate