	Agreement, Made and entered into the 19th day of December , 1939
	by and between Charles M. Cree and Monta Cato Wells Cree, his wife,
	of Santa Fe, New Mexico, hereinafter called
	lessor (whether one or more), and John F. White, of Clovis, New Mexico,
	Witnesseth: That the said lessor, for and in consideration ************************************
	cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, powers, stations and structures thereon to produce, save and take care of said products,
Guad	all that certain tract of land situate in the County of DeBaca and / Guadalupe State of New Mexico. North half of the North half (Nto North half of Sec. 31; Northeast duarter of the Southwest quarter (NE SW) and North half of the Southeast of the Southeast quarter (SW) and Southeast quarter of the Southeast quarter (SE SE) of Sec. 32; Southwest quarter (SW) and Southeast quarter of the Southeast quarter (SESE) Southeast quarter (SESE) Southeast quarter (SESE) of Sec. 33; South half of the Southeast quarter (SESE) of Sec. 35, T. 5 N., R. 22 E., said lands being situate in lalupe County, N. M.
of S	ts three (3) and four (4), Sec. 2; Lots one (1), two (2) & three (3), Sec. 3; hwest quarter of the Southwest quarter (SW#SW#2) of Sec. 4; South half of the cheast quarter (S\frac{1}{2}SE\frac{1}{2}), and Southeast quarter of the Southwest quarter (SE\frac{1}{2}SW\frac{1}{2}) sec. 5; Northeast quarter (NE\frac{1}{2}) of Sec. 12, T. 4 N., R. 22 E., N.M.P.M., said is being situate in De Baca County, New Mexico.
	of Section Township Range and containing 1280 acres, more or less. It is agreed that this lease shall remain in force for a term of . \$1x (6) months xxxx from this date, and as long
	It is agreed that this lease shall remain in force for a term of : \$1 x (6) months ** from this date, and as long thereafter as oil or gas or either of them is produced from said land by lessee. In consideration of the premises the said lessee covenants and agrees:
	lst. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth part of all oil produced and saved from the leased premises. 2nd. To pay lessor one-eighth (%) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (%), payable monthly at the prevailing market rate for gas; and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense. 3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (%) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.
	If so well be commenced on said land on or before the day of 19, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or to the lessor's credit in the
	depository regardless of changes in the ownership of said land, the sum of dollars.
	which shall operate as a rental and cover the privilege of deferring the commencement of a well for 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 understood 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 from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or 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 interuption in the rental payments, and if the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.
and	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 the proportion which lessor's 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 lessee's operations thereon, except water from swells of lessor. When requested by lessor, lessee shall bury lessee's pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.
	Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the 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 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 assignments of rental 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, 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 thereof shall make due payment of said rental.
Menn.	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 mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subjected to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors, and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.
MINIMUM TO A TO	It is understood that the lessor herein is including in this lease only his undivided one-half interest in the mineral rights therein.
	IN TESTIMONY WHEREOF WE SIGN. This the 19th day of December 19 39
	Witnesses:
	Carlow, Carlow, Comments
	Montuplated to the

	STATE OF New Mexico, SS ACKNOWLEDGMENT, Applicable where lands are in Oklahoma, Kansas, Nebraska, South Dakota, Arizona and or New Mexico
	BE IT REMEMBERED, That on this 19th day of December A.D., 1939, before me, a Notary
	Public, in and for said County and State, personally appeared
	Cree, his wife, and John F. White,
	to me known to be
	the identical person. described in and who executed the within and foregoing instrument and acknowledged to me that they
777333	executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
10000	IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.
11111	My commission expires March 6, 1943 Rene H. Dozdon Notary Public
	STATE OF
	STATE OF
	a Notary Public, in and for said County and State, do hereby certify that
	personally known to me to be the person whose name subscribed to the within instrument, appeared before me this day
	n person and acknowledged thatsigned, sealed and delivered the said instrument of writing asfree and voluntary act and deed for the uses and purposes therein set forth.
	WITNESS my hand and official seal this
	Wy commission expires Notary Public
	My commission expires
	STATE OF
	STATE OF
	Before me, the undersigned, a Notary Public, in and for said County and State, on this
	9, personally appeared to me known
	o be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its
	and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.
	Given under my hand and seal of office the day and year last above written.
	My commission expires
	P.O
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	OIL AND GAS LEASE FROM FROM TO TO TO TO TO TO TO TO TO
	OKLAHOMA FORM OF ACKNOWLEDGMENT WHERE GRANTOR SIGNS BY MARK NOTE—with reference to Oklahoma lands, when this instrument is signed by a person who cannot write his name he shall execute the same by his mark, and his name shall be written near such mark by one of two persons who saw such mark made, who shall write their names on such instrument as witnesses.
	COUNTY OF
	On thisday of, A.D., 19, before me, the undersigned, a Notary Public, in and for
	he County and State aforesaid, personally appeared
	ndto me known
	o be the identical person who executed the within and foregoing instrument by mark, in my presence and in the
	presence of
	as witnesses, the said.
	igning the name of the said for the said for the said for the same as
	and acknowledged to me thatexecuted the same asfree and voluntary act and deed for the uses and ourposes therein set forth.
	Given under my hand and seal the day and year last above written.

Notary Public

My commission expires.....