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By F. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk

510591 C. J.

COMPARED

OIL AND GAS LEASE

AGREEMENT, Made and entered into the First day of September, 1922 by and between C. H. Mehlhorn and Jessie Mehlhorn his wife of Tulsa, Okla. hereinafter called lessor (whether one or more), and Sam Kornfeld of Tulsa, Okla. hereinafter called lessee:

WITNESSETH: That the said lessor for and in consideration of One Dollars, cash and other valuable considerations 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, all that certain tract of land situate in the County of Tulsa State of Oklahoma described as follows, to-wit:

The Southwest quarter of the southeast quarter and the southwest quarter of the Southeast quarter of the Southeast quarter, and the East half of the Southeast quarter of the Southwest quarter.

of Section 29 Township 20 N Range 13 E. and containing Seventy acres more or less, It is agreed that this lease shall remain in force for a term of Ten 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:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor Three Hundred 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 if used in the manufacture of gasoline or any other product, a royalty of one-eighth ( $1/8$ ), payable monthly at the prevailing market rate; 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 same time by making his own connections with the well at his 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 ( $1/8$ ) payable monthly at the prevailing market rate.

If no well be completed on said land on or before the first day of July 1923, this lease shall terminate as to both parties,

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 interruption in the rental payments.