

COMPARED OIL AND GAS LEASE RECORD No. 418

65

BLACK PRINTING CO. TULSA, OKLA.

212344

C. E. J.
FROM

STATE OF OKLAHOMA, Tulsa County, ss. 27th day
This instrument was filed for record on the 19th day of 1923 at 1:00
o'clock P. M., and duly recorded in Book 418 on page 65
O. D. Lawson,
(SEAL) County Clerk.
By F. Delman, Deputy
Fees, \$

AGREEMENT, Made and entered into 22 day of August 1922
by and between Chas. E. Beyl, an unmarried man

J. N. Shilling Party of the first part, hereinafter called lessor (whether one or more) and
part, of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of FIVE HUNDRED DOLLARS
cash in hand 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, 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 laying pipe lines, and 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: Beginning
at a point 191 ft. west of the Southeast corner of Lot 3 of Sec. 3, Township 19 North, Range
12 East, Tulsa County, Oklahoma, and running thence North 860 ft. to the line of Osage County
thence West along said line of Osage County 469 ft. to the N. corner of the NW 10 acres
of said lot 3; thence South 660 ft. thence West 660 ft. to the West line of said lot 3;
thence South 188 ft. to the SW corner of said lot 3; thence East 123 ft. to the place of
beginning, containing 1.29 acres more or less and being a part of lot 3 of Sec. 3, Twp. 19 N.,
R. 12 E., Tulsa Co., Okla. Also beginning at the NE corner of the allotment of Chas. E. J.
children located in the NW 1/4 of said Sec. 3, thence West 191 ft. thence South 860 ft. thence
East 123 ft. to the place of beginning, containing 3.99 acres, more or
less, all in Sec. 3, Township 19 N., Range 12 E. and containing 5.28 acres, more or less
of Section 3, Township 19 N., Range 12 E. and containing 5.28 acres, more or less

It is agreed that this lease shall remain in force for a term of TWO years from 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:

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 the lessor one-eighth of the net proceeds from the sale DOLLARS

each year in advance, for the gas from each well where gas only is found, while the same is being used on or 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 gas at his own risk.

3rd. To pay lessor for gas produced from any oil well used on or off the premises 1/8 of net proceeds DOLLARS

per year, for the time during which such gas shall be used, said payments to be made and if used in the man-
ufacture of gasoline or any other product, a royalty of one-eighth (1/8), payable monthly, at the prevailing market rate.

If no well be commenced on said land on or before the 1st day of September, 1922, this lease shall terminate as
to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Bank
at _____ or its successors, which shall continue as the depository regardless of the 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 privileges granted to the date when said first rentals 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 which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expir-
ation 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 pro-
vided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

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

When requested by the lessor, lessee shall bury the pipe lines below plow depth.

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

Lessee shall pay for damages caused by the operations to growing crops on said lands.

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 assignment of rentals or royalties shall be binding on the lessee un-
til after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned
as to a part or 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 rentals 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 which the said lessee or any a
assignee thereof 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 agreed that there is to be two (2) wells drilled on the East side
(100 ft.) one hundred feet from the line

In Testimony Whereof We Sign, this the _____ day of _____, 19____

WITNESS Chas. E. Beyl (SEAL)

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