

211259 C.M.J.

COMPARED

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 19th day of August 1922, by and between H. W. Goedecke & Lena Goedecke his wife, J. H. Goedecke and Emilie Goedecke his wife of - - hereinafter called lessor (whether one or more), and George F. West, and A. D. McDonell hereinafter called lessee:

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

N $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. Fourteen, Township Eighteen, Range Thirteen of Section 14 Township 18 Range 13 and containing 80 acres, more or less.

It is agreed that this lease shall remain in force for a term of Five years 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 it may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor One Eighth of net proceeds Dollars each year 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 well at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used on or off the premises or in the manufacture of gasoline or any other product at the rate of net proceeds Dollars per year, for the time during which such gas shall be used, payable One Eighth or a royalty or 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 January 1923, 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 First National Bank at Broken Arrow or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Eighty Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 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