

216381 C.M.J.

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 23rd day of November, 1922 by and between Mary Linihan, widow; Richard E. Linihan, single; Margrette Linihan, single; Charles Linihan, single; Sadie Linihan, single; Lucile Hanna nee Linihan and Alec Hanna her husband; Briggie Burnsides nee Linihan and Harry Burnsides here husband; G. F. Linihan and Sophia Linihan, his wife; and W. A. Linihan & Alleyne Linihan, his wife hereinafter called lessor (whether one or more), and Frank Beu and C. L. Toliver 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 sold 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 South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) and Lots Seven (7) and Eight (8), in Section Five (5), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian, and containing 120 acres; more or less,

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

2nd. To pay lessor one-eighth of all gas, 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 their own connections with the well at their 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 at the rate of one-eighth part per year for the time during which such gas shall be used, payable -- or 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 January, 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