

212317 C.J. COMPARED OIL AND GAS LEASE.

AGREEMENT. Made and entered into the 24th day of October 1922, by and between Susan Wixon and Ira Wixon wife & husband of Vinita Okla. party of the first part, hereinafter called lessor (whether one or more) and J. L. Thompson, party of the second part, lessee.

WITNESSETH, That the said lessor, for and in consideration of ~~1~~-----ONE DOLLAR, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the 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 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:

W $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW 1/4 Section 1 and NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 36

all in township 21 N Range 13 East and containing 30 acres, more or less.

It is agreed that this lease shall remain in force for a term of 5 years from this date, and as long thereafter as operations are performed for 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 (1/8) part of all oil produced and saved from said leased premises, said payments to be made each month.

2nd. To pay the lessor the equal ONE EIGHTH (1-8) PART for the gas from each well where gas only is found, while the same is being used off the premises, 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 wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises at the rate of the equal (1/8) ONE-EIGHTH PART, the same as above oil and gas, for the time during which such gas shall be used off of said premises, said payments to be made each month.

If no well be commenced on said land on or before the 24th day of Oct 1923 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 Farmers State Bank at Vinita Okla. or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Thirty Dollars DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 TWELVE 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 rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, 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 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