

STATE OF MISSOURI }
COOPER COUNTY } ss:

Before me, H. A. SELTSAM, Pilot Grove, Mo., a Notary Public in and for said County and State, on this 30 day of Oct 1922, personally appeared James P. Tally and ----- to me known to be the identical person who executed the within and foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above set forth.

My commission expires 2/15 1925

(SEAL) H. A. Seltsam, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 6, 1922 at 4:10 o'clock P. M. in Book 427, page 282

By F. Delman, Deputy

(SEAL) O. D. Lawson, County Clerk

212915 C. J.

COMPARED

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 26th day of September 1922 by and between Mary, George, Charles, Will, Richard, Margaret and Sadie Linihan, Briggie Burnside and Lucile Hanna of Catoosa, Okla hereinafter called lessor (whether one or more), and Frank Pen, C. L. Toliver hereinafter called lessee:

WITNESSETH: That the said lessor, for and in consideration of One Dollar, 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 Oklahoma described as follows, to-wit:

S $\frac{1}{2}$ of NE $\frac{1}{4}$ and S $\frac{1}{2}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5 Township 19 Range 14

and containing 120 acres, more or less,

It is agreed that this lease shall remain in force for a term of one year 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 their wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd To pay lessor One Eighth (1/8) royalty 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 at the rate of ----- as 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 26th day of November 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