

in Book 427, page 489

By F. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk

214687 C. J.

OIL AND GAS LEASE

COMPARIS

AGREEMENT, Made and entered into the 20th day of November, 1922 by and between P. S. Ferner & Alsada M. Ferner, his wife, of TULSA, Oklahoma, hereinafter called lessor (whether one or more), and Sam Kornfeld, of Tulsa, Oklahoma, 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 Oklahoma, described as follows, to-wit; The Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter, (SE $\frac{1}{4}$) of Section 29-twp. 20 N., Range 13 E., & containing 40 acres, more or less.

It is agreed by the parties hereto, that the lessee shall commence a well, on, or within one-quarter ($\frac{1}{4}$) of a mile, of, above described tract of land, on, or before Feb. 1, 1933, said well to be drilled to the Wilcox sand, not exceeding a depth of 1850; unless oil or gas is discovered in paying quantities at a lesser depth..

It is understood by the parties hereto that this lease is to replace all previous leases made by the parties hereto on the above described tract of land.

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

2nd. To pay lessor Three hundred dollars each year, in advance, 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 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 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, unless the lessee shall on or before that date pay or tender to the lessor or to the lessor's credit in the Producers National Bank at Tulsa, Oklahoma, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of forty dollars, which shall operate as rental and cover the privilege of deferring the commencement of a well for three 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.