

215163 - BH

COMPARED

GUARDIAN OIL AND GAS LEASE.

(Under order of Court)

This agreement, made and entered into the 26th day of October, 1922, by and between Charley Bemore as guardian of the estate of Lewis Bemore, a minor, of Broken Arrow, Oklahoma, party of the first part, hereinafter called lessor, and W. B. Pine and D. M. Smith, each undivided $\frac{1}{2}$ interest, party of the second part, lessee.

Witnesseth, that the said lessor, for and in consideration of eighty (\$80.00) dollars, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the 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 or 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:

The northeast quarter (NE $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$)

and the southeast (SE $\frac{1}{4}$) quarter of the northwest quarter

(NW $\frac{1}{4}$) all

and
of section 23, township 18N, range 13E, containing 80 acres, more or less.

It is agreed that this lease shall remain in force for a term of five (5) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the 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 said leased premises.

2nd. To pay the lessor in cash equivalent to $\frac{1}{8}$ of all gas produced and saved 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 products a royalty of one eighth ($\frac{1}{8}$) 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 wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used on or off the premises in cash equivalent to $\frac{1}{8}$ of all gas produced and saved, for the time during which such gas shall be used, said payments to be made semi-monthly, and if used in the manufacture of gasoline or any other product a royalty of one-eighth ($\frac{1}{8}$) payable monthly, at the prevailing market rate.

If no well be commenced in said land on or before the 26th day of October, 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 Arkansas Valley State Bank, at Broken Arrow, Oklahoma, or its successors which shall continue as the depository regardless of changes in the ownership of said land, the sum of eighty (\$80.00) 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.