

and Frances VanDelden, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the use and purposes therein set forth.

My commission expires October 11th, 1925.

(SEAL) F. B. Jordan, Notary Public.

Filed for record in Tulsa County, Okla. on Jan 11, 1923, at 1:40 P.M. and duly recorded in book 432, page 238, By Brady Brown, Deputy, (SEAL) O.G. Weaver, County Clerk.

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OIL AND GAS LEASE.

COMPARED

COMPARED

Agreement, made and entered into the 28 day of December, 1922, by and between Harry Evans and Emma K. Evans, his wife of Mounds, Okla. hereinafter called lessor (whichever one or more) and E. B. Taylor, hereinafter called lessee.

Witnesseth: That the said lessor, for and in consideration of \$1000.00 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, demise, 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 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:

Southwestquarter ( $\frac{1}{4}$ ) of the northeast quarter ( $\frac{1}{4}$ )

and lot 2 all in section 3 township 16, range 12 and

containing eighty seven acres, more or less. It is agreed that this lease shall remain in force for a term of five years (5) 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 she may connect her wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor one eighth 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 ( $\frac{1}{8}$  payable monthly at the prevailing market rate; and lessor to have <sup>gas</sup> 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 wells 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  $\frac{1}{8}$  payable monthly, at the prevailing market rate.

If no well be commenced in said land on or before the 28 day of Dec. 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 First National Bank at Mounds, Okla. or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of eighty seven (\$7.00) 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. And it is understood and agreed, that the consideration first recited therein, the down payment, covers not only the privilege granted to the date when the said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other