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OIL AND GAS LEASE.

Agreement, made and entered into the 19th day of February, 1923, by and between J. R. Foutz and Lucinda Foutz, his wife, parties of the first part hereinafter called lessor (whether one or more) and G. S. Hinkle, party of the second part, hereinafter called lessee.

Witnesseth: That the said lessor, for and in consideration of one dollar, cash inhand 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: East half of the south east quarter of section seventeen (17) township nineteen (19) north, and range fourteen (14) east, of section 17, township 19, range 14, and containing 80 acres, more or less.

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

2nd. To pay lessor 1/8 of all gas produced and sold payable monthly, 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 said 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 1/8 payable monthly, or 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 19th day of February, 1924, this lease shall terminate as to both parties.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which their interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for his operations thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by his operations to growing crops on said land.