

for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

In testimony whereof, we sign, this the third day of November, 1922.

Witnesses:

E. H. Cason.
Sarah M. Cason.

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of Nov. 1922, personally appeared E. H. Cason, and Sarah M. Cason, husband and wife, 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 uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires March 23, 1926. (SEAL) J. O. Colburn, Notary Public.
Filed for record in Tulsa County, Okla. on Feb. 8, 1923, at 3:00 P.M. and duly recorded in book 432, page 568, By Brady Brown, Deputy,
(SEAL) O.G. Weaver, County Clerk.

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COMPARED

OIL AND GAS LEASE.

Agreement, made and entered into the 16th day of January, 1923, by and between, W. A. Palmer and Luella Palmer, his wife, of Collinsville, Okla. hereinafter lessor, (whether one or more) and E. E. McGinley, Tulsa, Okla. hereinafter called lessee,

Witnesseth: That the said lessor, for and in consideration of \$1. & other valuable considerations, -dollars- cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of less 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 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 Okla., described as follows, to-wit: East $\frac{1}{2}$ of NW $\frac{1}{4}$ of section 2, township 21, range 13 and containing 80 acres, more or less. It is agreed that this lease shall remain in force for a term of five 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 1/8th market price of such gas - dollars - each year, in advance, for the gas from each well where gas only is found, while the same is 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 sub-surface 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 1/8th market price of such gas. - dollars per year for the time during which such gas shall be used, payable, or a royalty of one-eighth (1/8) payable monthly at the prevailing market rate.