

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 16th day of January, 1923,

Witnesses:

W. A. Palmer,
Luella Palmer.

State of Oklahoma }
County of Tulsa } SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16th day of January, 1923, personally appeared W. A. Palmer and Luella Palmer, his 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 2nd, 1925

(SEAL) J. A. Reavis, Notary Public.

Filed for record in Tulsa County, Okla. on Feb. 9, 1923, at 9:30 A.M. and duly recorded in book 432, page 570, 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 called lessor (whether one or more) and E. E. McGinley, Tulsa, Okla., hereinafter called lessee.

Witnesseth: That the said lessor, for and in consideration of \$1.00 & other val. considerations, 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 Okla. described as follows, to-wit: SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the east $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ 70 acres, section 11, township 21, range 13, and containing 70 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 they may connect their 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, 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} charge 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.