

STATE OF OKLAHOMA, }
KINGFISHER COUNTY } ss.

Before me, John Duffy a Notary Public in and for said County and State, on this 4th day of Jan. 1923 personally appeared Katherine B. Green Single to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and notarial seal, the day and year above written.

My commission expires June 27, 1923

(SEAL) John Duffy, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 10, 1923, at 8:00 o'clock A. M. in Book 434, page 122

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

218632 C. J.

OIL AND GAS LEASE

COMPARED
AGREEMENT, Made and entered into the 1st day of December 1922 by and between W. P. Phillips, Sr. of Tulsa, Oklahoma of-----hereinafter called lessor (whether one or more), and F. A. Gillespie & Sons Co. and J. E. Crosbie of Tulsa, Oklahoma hereinafter called lessee.

WITNESSETH: That the said lessor, for and in consideration of ONE & NO/100 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, 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:

LOT TWO (2)

of Section 31 Township 21 N Range 13 E and containing Forty 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 one-eighth of all monies received, 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 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 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 1st day of December 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 Tulsa, Oklahoma or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of FORTY & NO/100 dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve 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