

220185 C.J.

## COMPARED

## OIL AND GAS LEASE

AGREEMENT, Made and entered into the 20 day of December, 1922 by and between Richard Adkins Sapulpa, Okla. and John B. Brown, Tulsa, Okla. hereinafter called lessor (whether one or more), and N. C. Frye and C. C. Calvert Tulsa Okla. hereinafter called lessee:

WITNESSETH: That the said lessor, for and in consideration of One 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:

Southeast Quarter of Southwest Quarter of Section Thirty one Twp. 18 N.

Range 13 E Tulsa County, Oklahoma.

of Section 31 Township 18 N. Range 13 E and containing 40 acres, more or less,

It is agreed that this lease shall remain in force for a term of Five (5) 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 One Eighth of all Gas Produced each year, 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 at the rate of one eighth for the gas shall be used, payable or a royalty of one-eighth (1/8) payable monthly at the prevailing market rate.

If no steps taken to clear up title to said property within ninety days this lease shall terminate as to both parties, unless on or before that date it satisfactorily appears to all parties that more time is required to adjust and complete the clearing of the title as to lease now on said land but in ninety days after adjustment of title active work shall be begun and proceed to further improve and develop the property.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals, in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

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 -----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 ----- operations thereon except water from the wells of lessor.

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