

and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable and said part--- of the second part shall be entitled to possession of said premises. And said part--- of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the state of Oklahoma.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand the day and year first above written.

John W. Shleppey

State of Oklahoma, Tulsa County, ss.

Before me, Amy M. Walton a Notary Public in and for said County and State on this 26th day of January, 1923 personally appeared John W. Shleppey and to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the use and purposes therein set forth.

My commission expires June 12, 1923

(SEAL) Amy M. Walton, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 27, 1923 at 10:30 o'clock A.M. in Book 454, page 443

By Brady Brown, Deputy

(SEAL)

C. G. Weaver, County Clerk

220280 C.J. COMPARED

OIL AND GAS MINING LEASE

THIS AGREEMENT, Entered into this the 16th day of Jan -7, 1923 between Jacob D. Schroeder and Annie Schroeder his wife hereinafter called lessor, and F. A. Best hereinafter called lessee, does witness:

. That lessor, for and in consideration of the sum of One Dollars (\$-----) in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land in Tulsa County Okla to-wit:

The North one half of the south east quarter of Section two, and South one half of North West quarter of Sec. one, all in Township 21, Range 13, and containing 160 acres, more or less.

2. This lease shall remain in force for a term of 3 years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of them is or can be produced.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks.

4. The lessee shall pay lessor, as royalty, The equal one eighth part for gas from each well where gas only is found while the same is being sold or used of the premises, and shall pay to the lessor the sum of Fifty dollars (\$50.00) each year as royalty on each gas well where gas only is found and same is not used or sold and while said royalty is so paid said well shall be held to be a producing well under paragraph number two hereof. The lessor to have gas free of charge from any gas well on the leased premises for all stoves and