

220540 C.J. COMPARED

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 20th day of April 1920, by and between Ralsa F. Morley P. O. Address, 301 Kennedy Bldg, hereinafter called lessor (whether one or more), and C. R. Travers hereinafter called lessee, (whether one or more)

WITNESSETH, that the said lessor, for and in consideration of ONE AND NO/100 DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the 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 pipe lines, and of building tanks, 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: South East quarter of the North East quarter of section 29, Township 20, Range 13, and containing 40 acres, more or less,

It is agreed that this lease shall remain in force for a term of ----years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, unless the same is sooner surrendered by lessee, and that the consideration above stated is paid and accepted as a good and sufficient consideration for each and every right or privilege granted to lessee herein including the right to pay rentals in lieu of drilling wells and the right to surrender this lease as hereinafter provided.

If no well be commenced on said land on or before the 20th day of July 1920, the lessee on or before said date shall pay or tender to the lessor, or deposit to the lessor's credit in the Exchange 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 FIFTEEN AND NO/100 DOLLARS, which shall operate as rental for 3 months thereafter, and shall continue to pay a like sum 3 months in advance until a well is commenced on said premises.

When a well is completed on said land, the said lessee covenants and agrees;

FIRST. To deliver to the credit of the lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, as royalty, or, at lessee's election, to pay the lessor for such royalty the market price prevailing the day the oil is run into the pipe line or run into storage tanks, in which last event, settlement and payment shall be made by the lessee on the 15th day of each month for the royalty so purchased by the lessee during the preceding month.

THIRD. To pay lessor for gas produced from any oil well and used off the premises at the rate of ONE HUNDRED FIFTY AND NO/100 DOLLARS per year, for the time during which such gas shall be used, said payments to be made each three months in advance.

Lessor hereby agrees that the deposit by lessee of a valid bank check or draft in any United States Postoffice duly registered and addressed to the lessor, heirs, assigns or legal representatives, or the Bank above named, shall be and constitute a good and sufficient tender of any sum which may become due under this lease.

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 shall be paid the lessor only in the proportion which his 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 its operations thereon, except water from wells of lessor,

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

No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the owners.

Lessee shall pay for damages caused by its operations to growing crops on said land.