

E. S. Warner

Gertrude E. Warner

STATE OF OKLAHOMA }  
COUNTY OF MUSKOGEE. } ss.

BE IT REMEMBERED, that on this 27th day of January in the year of our Lord one thousand nine hundred and twenty-three, before me, a Notary Public in and for said County and State, personally appeared E. S. Warner and Gertrude E. Warner, 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.

In Witness whereof, I have hereunto set my official signature and affixed my Notarial seal the day and year first above written.

My commission expires Feb. 13, 1926 (SEAL) Anna B. King, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Feb. 9, 1923 at 9:20 o'clock A. M. in Book 434, page 618

By Brady Brown, deputy (SEAL) O. G. Weaver, County Clerk

221359 C. J.

OIL AND GAS LEASE

COMPARED

AGREEMENT, Made and entered into the 16th day of January 1923 by and between C. B. McAlister and Emma McAllister, his wife, of Belleplaine, Kansas hereinafter called lessor (whether one or more), and F. L. Bartlett 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:

South half of the Southwest quarter of section 35 Township 22 Range 13 and containing 80 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 1/8 Market Price of such gas 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 1/8 market price of such gas for the time during which such gas shall be used, payable or 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 16th day of January 1924,