

default of payment of lessor, and be subrogated to the rights of the holder thereof.

IN TESTIMONY WHEREOF WE SIGN, this the 24th day of March, 1923

E. E. Luster

STATE OF OKLAHOMA.
COUNTY OF TULSA

On this 24th day of March, A.D., 1923 before me the undersigned, Notary Public in and for said the county and State aforesaid, personally appeared E. E. Luster 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 uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires March 31st, 1925 (SEAL) A. D. Blackard-Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma, April 2, 1923 at 3:00 o'clock P.M. and
recorded in Book 441 Page 98

By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

226353-ACM COMPARED OIL AND GAS LEASE

AGREEMENT, made and entered into the 21 day of March, 1923 by and between R. T. Smith and Missouri Smith his wife of Broken Arrow, Okla. hereinafter called lessor (whether one or more), and Chestnut and Smith Inc., of Tulsa, Okla., hereinafter called lessee;

WITNESSETH: That the said lessor, for and in consideration of One Dollar, cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements herein-after 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, and State of Okla., described as follows, to-wit:

NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 23, Township 18 Range 14 and containing Forty
(40) acres more or less

It is agreed that this lease shall remain in force for a term of one years from this date, and as longthereafter 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 ~~refine~~ line to which it may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor (1/8) one eighth for the gas from each well where gas only is found, while the same is being used on or 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 on or off the premises or in the manufacture of gasoline or any other product at the rate of one-eighth (1/8) for the time during which such gas shall be used, payable monthly 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 _____ day of _____ 19____ 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 _____ bank of _____ or its