

act and deed and as the free and voluntary act and deed of said corporation, Exchange Trust Co. for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal of Office in said County and State the day and year last above written.

My commission expires October 27th, 1926 (SEAL) Jess McInnis-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, April 7, 1923 at 9:10 o'clock A.M. and recorded in Book 441 Page 174

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

226925-ACM

OIL AND GAS LEASE

COMPASS

AGREEMENT, Made and entered into the 3rd day of April 1923, by and between L. G. Gaulding and Emma Gaulding, his wife, of Tulsa County, Oklahoma, hereinafter called lessor, (whether one or more), and Glen W. Jones hereinafter called lessee;

WITNESSETH: That the said lessor, for and in consideration of Two Hundred and no/100 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 east quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Seventeen (17), Township Eighteen (18) North, Range Thirteen (13) East, Tulsa County, Oklahoma, except one acre reserved for church which is located in the Northeast corner of said lands, of section 17, Township 18 Range 13 and containing 39 acres, more or less.

It is agreed that this lease shall remain in force for a term of one year 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 may connect wells the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor one eighth (1/8) Dollars each year, in advance 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 own connections with the well at 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 _____ Dollars per year 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 14th day of May 1923, this lease shall terminate as to both parties.

Should the first well drilled on the above described land be a dry hole, then, and in from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessor on or before the expiration of said twelve months shall resume the payment of rentals, in the same amount and 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 govern-