

My commission expires Mar. 30, 1927 (SEAL) Wm. O. Moylan-Notary Public  
 Filed for record at Tulsa, Tulsa County, Oklahoma, May 9, 1923 at 9:00 o'clock A.M. and  
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 By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

229968-ACM

OIL AND GAS LEASE

COMPARED

AGREEMENT, Made and entered into the 5th day of April, 1923 by and between William Douglas Lee and Orena Lee his wife, and Henry Hornecker and Belle Hornecker his wife, and R. H. Hughes, a single man, party of the first part, hereinafter called lessor(whether one or more) and W. R. Miller party of the second part, hereinafter called lessee.

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 do grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and 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:

Thenorthwest quarter (1/4) of section Eighteen (18) in township  
 Sixteen (16) north, range Thirteen (13) east, containing One Hun-  
 dred Sixty Acres more or less.

It is agreed that this lease shall remain in force for a term of One (1) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the 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 for gas from each gas well where gas only is found, the equal one eighth (1/8) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made monthly 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 wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth (1/8) of the gross proceeds at the prevailing market rate for the gas so used, for the time during which such gas shall be used, said payment to be made monthly.

If no well be commenced on said land on or before the First day of May 1923 this lease shall terminate as to both parties.

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 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 operation thereon, except water from wells of lessor.

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

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