

Before me, Wm. T. Calvert, a Notary Public in and for said county and state, on this 22nd day of March, A.D., 1923, personally appeared A. P. Kennedy and J. Y. Kennedy to me well 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 hand and official seal the day and year last above written.

My commission expires May, 15, 1926 (SEAL) Wm. T. Calvert - Notary Public
 Filed for record at Tulsa, Tulsa County, Oklahoma, March 28, 1923 at 10:00 o'clock A.M.
 and recorded in Book 444 Page 610
 By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

925898-ACM

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 19th day of March 1923, between J. S. Hopping and Alice M. Hopping of Tulsa, Oklahoma, hereinafter called lessors and Fred T. Hildt, hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of One Dollars (\$1.00) in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land in Tulsa County, Oklahoma, to-wit:

West One-Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of Section 17, Township

19 North, Range 14 East. and containing 80 acres more or less.

2. This lease shall remain in force for a term of ten (10) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of them is or can be produced.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay lessors, as royalty one-eighth ($\frac{1}{8}$) of all gas produced and sold. The lessor to have gas free of charge from any gas well on the lease premises for all stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's own risk and expense at all times.

5. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline, as royalty, one eighth of the market value of such gas, if said gas is sold by the lessee, then as royalty one-eighth of the proceeds of the sale thereof.

6. If operations for the drilling of a well for oil or gas are not commenced on said land on or before six months from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in the Producers National Bank at Tulsa, Oklahoma, or its successors, which bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease, regardless of changes of ownership in said land or in the oil and gas, or in the rentals to accrue thereunder, the sum of Eight