

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires Nov. 14, 1926 (SEAL) Lucille Skinner - Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma Feb 19, 1923 at 1:00 o'clock P. M.
and recorded in Book 444 Page 79

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

222178-ACM

OIL & GAS LEASE

COMPARED

AGREEMENT, Made and entered into the 14th day of February, 1923 by and between P. A. Hencley & Sarah Hencley, his wife of Broken Arrow, Okla. hereinafter called lessor (whether one or more), and W. H. Allen 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, same 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: All the Southeast Quarter of Section 10 Township 19N Range 14 E and containing 160 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 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 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 their own connections with the well at their 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 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 February, 1924, this lease shall terminate as to both parties. In like manner and upon like payments or tender the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of 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 governing the payment of rentals