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COMPARED

OIL AND GAS LEASE.

Agreement, made and entered into the 28 day of November, 1922, by and between H. E. Bart and Florence May Bart, his wife, hereinafter called lessor, (whether one or more) and W. F. Epler, 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, 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 Okla., described as follows, to-wit:

West half ($\frac{W}{2}$) and northeast quarter ($NE\frac{1}{4}$) of the southeast quarter ($SE\frac{1}{4}$) of said lessee agrees to commence a test well within 90 days from this date, either on this land or an offset well and continue it with due diligence until completed. In the event gas well is too small for market but large enough for my domestic use, party of second party agrees to bring same to surface free of cost to me. -- of section 28, township 18, range 14 and containing 120 acres more or less.

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

2nd. To pay lessor $\frac{1}{8}$ of all gas 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 ($\frac{1}{8}$) 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 $\frac{1}{8}$ for the time during which such gas shall be used, payable monthly or a royalty of one-eighth ($\frac{1}{8}$) payable monthly at the prevailing market rate.

If no well be commenced on said land on or before the 28 day of February, 1923, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or the lessor's credit in the Arkansas Valley Bank at Broken Arrow, Okla. or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of one hundred and twenty dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months, from said date. In like manner and upon like payments or tenders 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