

County and State on this 1st day of December, 1922, personally appeared H. E. Bart and Florence May Bart, to me 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.

Given under my hand and seal the day and year last above written.

O.W.
(SEAL) Bieberich, Notary Public.

My commission expires Dec. 23rd, 1924.

Filed for record in Tulsa County, Okla. on March 19, 1923, at 11:40 A.M. and duly recorded in book 445, page 258, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

224879 - BH

COMPARED

OIL AND GAS LEASE.

Agreement, made and entered into the 28 day of November, 1922, by and between Christine Flippin and J. O. Flippin, her husband 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, 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 Okla., described as follows, to-wit:

South west quarter (SW $\frac{1}{4}$),

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, - of section 28, township 18, range 14 and containing 160 acres, more or less.

It is agreed that this lease shall remain in force for a term of three 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 connection with the well at -- own risk and expense.

3rd. To pay 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 $\frac{1}{8}$ royalty for the time during which such gas will be used, 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 to the lessor's credit in the Arkansas Valley Bank, at -- Or its successors, which shall continue as the depository regardless