

225242 - BH

COMPARED

## OIL AND GAS LEASE.

Agreement, made and entered into the 20 day of March, 1923, by and between I. F. Heaton and Anna Heaton, husband and wife, of Collinsville, Oklahoma, hereinafter called lessor (whether one or more) and J.W.R. Crawford, Jr., one-half interest, Sanders Oil & Gas Corporation, 3/8 interest, and W. E. Hancock, one-eighth interest, hereinafter called lessee:

Witnesseth: That the said lessor, for and in consideration of one and no/100 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<sup>produce</sup>/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:

Northeast quarter (NE $\frac{1}{4}$ ) of section 12 township

22 north, range 13 east

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

It is agreed that this lease shall remain in force for a term of 4 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 their wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor, the equal one eighth part of 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 at the rate of 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 20th day of October, 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 Collinsville State Bank, at Collinsville, Okla. or its successors, which shall continue as the depository, regardless of changes in the ownership of said land, the sum of one hundred (\$100.00) dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for three (3) 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 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.