

delivered said instrument as, and that the same is their free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 3rd day of February, A.D. 1923.

Seal

L. M. Langley, Notary Public.

My commission expires Nov. 29, 1922.

Filed for record in Tulsa County, Oklahoma, on April 3rd, 1923, at 2:00 P.M. and duly recorded in book 445, page 402, By Brady Brown, Deputy.

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

225522 - BH

COMPARED

OIL AND GAS LEASE.

Agreement, made and entered into the 17th day of March, 1923, by and between Mollie H. Fewel and Green A. Fewel, wife and husband, party of the first part, hereinafter called lessor (whether one or more) and W. M. Brady, party of the second part, hereinafter called lessee.

Witnesseth, that the said lessor for and in consideration of one dollars, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents do 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 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 Oklahoma, described as follows, to-wit:

Lots two and three of section twenty (20) township seventeen
(17) range fourteen (14)

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

It is agreed that this lease shall remain in force for a term of one years from this date, and as long thereafter as oil or gas, or either of them is produced from said land by the lessee, in paying quantities.

In consideration of the premises the said lessee covenants and agrees:

1st: To deliver to the credit of lessor, free of cost, in pipe line to which it may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd: To pay the lessor one eighth of all gas 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, at the prevailing market rate; and the lessor to have gas free of cost from any such well for all inside stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk.

3rd. To pay lessor for gas produced from any oil well if used in the manufacture of gasoline or any other product, a royalty of one-eighth (1/8), payable at the prevailing rate.

If no well be commenced on said land on or before the 1st day of February, 1923 this lease shall terminate as to both parties.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the said lessor only in the proportion which their interest bears to the whole and undivided fee.