

of the land or the rentals or royalties, by purchase or otherwise, shall operate to enlarge the obligations or diminish the rights and privileges of the lessee hereunder in any particular from which they would have been in the absence of such change or division; nor shall it be binding on the lessee for any purpose until the lessee shall have been furnished with proper evidence thereof.

And more than one lessor joining in this lease it shall be construed as though "lessor" were written "lessors" and verbs in their number were changed to correspond.

In witness whereof, this instrument is signed on this 8th day of January, 1923.

A. J. McCartney,
Hattie McCartney.

State of Oklahoma }
County of Tulsa } SS Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of January, 1923, personally appeared A. J. McCartney and Hattie McCartney, husband and wife, 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.

(SEAL) M. F. Steele, Notary Public.

My commission expires October 7th, 1926.

Filed for record in Tulsa County, Okla. on April 3, 1923, at 4:10 P.M. and duly recorded in book 445, page 404, By Brady Brown, Deputy,

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

226530 - BH COMPARED

OIL AND GAS MINING LEASE.

This agreement, entered into this the 2nd day of January, 1923, between D. A. Klaassen and Helena Klaassen, husband and wife of Hillsboro, Kansas, hereinafter called lessor and A. H. Eling of Bartlesville, Oklahoma, hereinafter called lessee, does witness.

1. That lessor, for and in consideration of the sum of one dollar and other considerations in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land in Tulsa County, Oklahoma, to-wit: The west one half ($\frac{1}{2}$) of the southwest quarter ($\frac{1}{4}$), in section 25, township 22N, range 13 E, and containing 80 acres, more or less.

2. This lease shall remain in force for a term of ten (10) years, and as long there after as oil, gas, casinghead ^{gas, casinghead} gasoline, or any of them is or can be produced.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe lines, or into storage tanks.

4. The lessee shall pay lessor, as royalty one-eighth ($\frac{1}{8}$) of the proceeds of the sales thereof each year for gas from each well where gas only is found while the same is being sold or used off the premises, and shall pay the lessor the sum of fifty dollars (\$50.00)