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said land, and said sale is hereby ratified and approved and confirmed, and the guardian is directed, authorized and empowered to make, execute and deliver to the purchaser, F. A. Stubbs, a good and valid oil and gas mining lease on said property.

Frank L. Haynes, County Judge".

Now, therefore, this agreement and lease contract made and entered into on this the 14th day of April, 1923, by and between Albert Oskison as guardian of Gilbert Falling, a minor, party of the first part, lessor, and F. A. Stubbs, of Tulsa, Oklahoma, party of the second part, lessee, witnesseth:

That the said party of the first part as such guardian of Gilbert Falling, a minor, and pursuant to the authority in this matter to this guardian given and granted by the County Court of Craig County, Oklahoma, and in consideration of the sum of seventy five dollars as a bonus, and the royalties hereinafter promised to be paid, the said party of the first part has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the lessee, F. A. Stubbs, his heirs and assigns, for the sole and only purpose of mining for oil, and gas, and laying pipes and building tanks, powers, stations and structures thereon to produce, save and market the products, all that certain tract of land situate in the County of Tulsa, and State of Oklahoma, described as follows, to-wit:

The north half of the southeast quarter of the northeast quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$) and the southwest quarter of southeast quarter of northeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$) section twenty eight (28) in township twenty two (22) north and range thirteen (13) east in Tulsa County, Oklahoma, containing 30 acres, more or less.

It is agreed that this lease shall remain in force for the term of one year from this date, and for as much longer thereafter as oil and gas, or either of them is produced from said lands by said lessee, his heirs or assigns.

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

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

2nd. To pay the lessor one-eighth of the proceeds from the sale of all gas marketed off the premises.

If no well is commenced on the said land on or before the 4th day of October 1923, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the ^{lessor's} credit in the Farmers State Bank at Vinita, or its successors, which shall continue as a depository regardless of changes in ownership of said land the sum of twenty five dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for six months from said date. In like manner and upon like payment of tender the commencement of a well may be further deferred for a like period 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 privileges 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.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second hole is not commenced on said land within twelve months of the last rental period which rental has been paid, this lease shall