

and recorded in Book 446, Page, 263.

By Brady Brown, Deputy.

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

224960-GB

COMPARED OIL AND GAS LEASE

AGREEMENT, Made and entered into 16th, day of March, 1923, by and between Annie Cobb, and Mack Cobb, her husband, Party of the first part, hereinafter called lessor (whether one or more) and J. C. Leaw, Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One Dollar, cash in hand said, 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 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 laying pipe lines, and 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:

West Half of the North-east quarter and the South-east quarter
of the North-east quarter of Section 26, and the Southeast
quarter of the North-west quarter of Section 25, Township
19, North, Range 11, East.

and containing 160 acres, more or less.

It is agreed that this lease shall remain in force for a term of five years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the 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 he may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas from each gas well where gas only is found, the equal one-eighth (1/8) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made monthly 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 his own connection with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth (1/8) of the gross proceeds at the prevailing market rate for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before the 16th, day of March 1924, 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 Commercial National Bank at Muskogee, Oklahoma, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Hundred Sixty Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 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 privileges granted to the date when said first rentals is payable as aforesaid, but also the lessee's