

252289 - BH

OIL AND GAS LEASE.

Agreement, made and entered into the 30th day of January, 1924, by and between Royal N. Anthis, Benjamin F. Wheeler, I. I. Litwinsky, William L. Anthis, Lydian Wheeler Frericks, Lydian B. Williams, Katherine W. Wheeler, E. B. Merindale, Mentor F. Wheeler, Ivo Miller C. C. Winkler and J. Earl Oliphant, hereinafter called lessor (whether one or more) and A. F. Braun, Tulsa, Oklahoma, hereinafter called lessee:

Witnesseth, that the said lessor for and in consideration of one dollar 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, have granted, demise, 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: The southwest quarter of the southwest quarter of section 13, township 19 north, range 10 east, and containing forty acres, more or less.

It is agreed, that this lease shall remain in force for a term of three 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 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 gross proceeds from sale & use of the gas for the gas from each well where gas only is found, while the same is being used off the premises, 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. Royalty payments to be made monthly.

3rd. To pay lessor for gas produced from any oil well and used off the premises at the rate of one-eighth of gross proceeds from sale and use of gas for the time during which such gas shall be used, said payments to be made each month.

If no well be completed on said land on or before the 30th day of January, 1925 (AFA) 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, Okla. or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of forty dollars, which shall operate as a rental and cover the privilege of deferring the completion of a well for ^{said} twelve months from date. In like manner and upon like payments or tenders the completion 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 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 well is not completed on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease