

OIL AND GAS LEASE.

This agreement, made and entered into this 7th day of February 1924, by and between W. L. Ransom, party of the first part, hereinafter called Lessor and Mary Oil & Gas Company, a corporation, organized and existing under and by virtue of the laws of the State of Oklahoma, party of the second part, hereinafter called Lessee, witnesseth:

That the said Lessor for and in consideration of the sum of Five Thousand (\$5,000.00) dollars, cash in hand paid to the Lessor by the Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the 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, its successors and assigns, for the sole and only purpose of mining and operating for oil and gas and laying pipe lines and building tanks, pumps, stations and structures thereon, to produce, save and take care of ^{the} said products, the following described real estate and premises situate in the County of Tulsa, State of Oklahoma, described as follows: to-wit:

The west half of Southeast quarter of section 6,
township 19 north, range 12 east;

Also the east half of the southeast quarter of section 6, township 19 north, range 12 east, as to oil and gas which may be prospected for and produced from a level above the top of what is known as the Mississippi lime.

It is agreed that this lease shall remain in force and effect for a term of five years from this date and as long thereafter as oil or gas or either of them is produced from said lands by the said Lessee.

In consideration of the premises the said Lessee covenants and agrees;

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

Provided, however, that the Lessor shall not be entitled to receive any royalties hereunder and the Lessee shall not be obligated in any manner to pay any royalties or to deliver to the said Lessor any oil produced from said leased premises, unless and until the title of the said Lessor to said leased premises and the corresponding right of said lessors to receive royalties therefrom shall have been established, either by valid, legal agreement with the remaining heirs of Jennie Bruner, the original Creek allottee of said lands, or their legal assigns, or by final judgment and decree of some court of competent jurisdiction determining and setting forth the interest or share of royalty to which the said Lessor shall be entitled to receive.

2. To pay to the Lessor \$300.00 each year in advance for the gas from each well where gas only is found while the same is being used off the premises and if used in the manufacture of gasoline or other products, a royalty of one-eighth payable monthly at the prevailing market rate provided, however, that said Lessor shall not be entitled to receive, nor said Lessee shall not be obligated to pay any royalty for gas as provided in this paragraph unless and until its right to receive same shall be established as provided by the preceding paragraph relating to oil royalty, and if Lessor establishes and recovers no interest in said lands, Lessor shall receive none of the rentals and royalties herein reserved and provided for.

If the Lessor should hereafter establish his right to receive royalty from gas or oil as hereinbefore provided and owns a less interest in the above described land, then the entire undivided fee simple estate therein and the royalties and rentals herein provided shall be paid to the Lessor only in proportion which his interest bears to the