

Witness my hand and notarial seal the date above written.

(SEAL) F. A. Simler, Notary Public.

My commission expires Oct. 13, 1926.

Filed for record in Tulsa County, Okla. on March 12, 1924, at 10:00 A.M. recorded in book 448, page 264, Brady Brown, Deputy.

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

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OIL AND GAS LEASE.

(First Nat'l Bank)
(Tulsa, Okla. File)
(No. 2093, Escrow)
(Dept.)

This agreement, made and entered into on this 17th, day of January, A.D. 1924, by and between Laura Parks, individually and as independent executrix of the estate of O. F. Parks, deceased, hereinafter called lessor, and J.E. Fitzpatrick, of Tulsa, Oklahoma, hereinafter called lessee:

Witnesseth; that the said lessor, for and in consideration of the sum 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 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, for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines and of building tanks, towers stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

The northeast (NE) quarter of the southwest (SW) quarter of section thirty six (36) township nineteen (19) north, range thirteen (13) east, being forty (40) acres more or less;

It is agreed that this lease shall remain in force for a term of one (1) year from this date and as long thereafter as oil or gas, or either of them is produced from said land by the lessee in paying quantities, subject, however to the conditions hereinafter set out;

In consideration of the premises said lessee covenants and agrees:

1. To deliver to the credit of the lessor, free of cost, in pipe line to which he may connect his wells the equal one-eighth part of all oil produced and saved from the leased premises;
2. To pay the lessor an amount equal to one-eighth of all gross revenues from gas from each well where gas, only is found while the same is being used off the premises, payments to be made monthly, and lessor to have gas free of cost from any such well, or wells, for all stoves and all inside lights for one set of improvements on said land or any adjoining land belonging to the lessor by making her own connections with the wells at her own risk and expense.
3. To pay lessor for gas produced from any oil well and used off the premises at the rate of one-eighth part of the market value or gross revenue received 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 1st day of March, 1924, then and in that event this lease shall be terminated as to both parties, it being understood that the commencement of a well means actual drilling operations or spudding in, as it is commonly termed.

It is further understood and agreed that the lessee on or before the 1st day of March, 1924, shall commence a well on the land described herein 200 feet east of the west line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of sec. 36 twp. 19, N. range 13 R, so as to be a two