

Witness my hand and official seal the day and year above written.

(SEAL) J. P. Byrd, Jr., Notary Public.

My commission expires Nov. 28, 1925.

Filed for record in Tulsa, Okla. on March 12, 1924, at 10:00 A.M. recorded in book 448, page 265, Brady Brown, Deputy.

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

253308 - BH

OIL AND GAS LEASE.

First Nat'l Bank, Escrow No. 2093.  
Tulsa, Okla.

This agreement, made and entered into on this 1st day of February, 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 southwest (SW) quarter of 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 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 <sup>his</sup> 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 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.

The lessee further agrees to drill said wells after the same are commenced without any unnecessary delay and to complete same with due diligence.

If said lessor owns interest in the above described land then the entire and undivided fee simple estate therein, the royalties and rentals herein provided for shall be paid the lessor only in proportion which her interest bears to the whole and undivided fee;

The lessee shall have the right to use, free of cost, gas, oil and water produced on said land for his operation except water from wells or tanks of the lessor.