

acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

(SEAL) J. H. Mitchell, Notary Public.

My commission expires Oct. 26, 1924.

Filed for record in Tulsa County, Okla. on March 17, 1924, at 3:00 P.M. recorded in book 448, page 309 Brady Brown, Deputy.

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

253640 - BH

#### OIL AND GAS LEASE.

Agreement, made and entered into 14th day of January, 1924, by and between J. S. Hopping, A. S. Kennedy, H. E. Kennedy and W. R. Martin and Pearl Martin, his wife, party of the first part, hereinafter called lessor, (whether one or more) and E. C. Funk, and John T. Lindsay, Tulsa, Okla., parties of the second part, hereinafter called lessee.

Witnesseth, that the said lessor, for and in consideration of the one (\$1.00) dollars, 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, has granted, demised, leased and leased <sup>and</sup> 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:

The southwest quarter of the southeast quarter of township 35, township 17, range 12 E, and containing forty (40) acres more or less.

It is agreed that this lease shall remain in force for a term of one (1) 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 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 quarterly, 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 connections 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 casinghead gas, an 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 quarterly.

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 commenced on said land within twelve months from the expiration of the last rental period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payments of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph herof, governing the payment of rentals and the