

257755 - BH

OIL AND GAS MINING LEASE.

This agreement, entered into this the *First* day of *May* 1924, between Eula C. McGinton and T. H. McGinton, her husband, Bula Lowe and T. P. Lowe, her husband, Clio Self and W. E. Self, her husband, (the said Eula C. McGinton, Bula Lowe and Clio Self being the sole surviving heirs of their father W. C. Adair) hereinafter called lessor, *M. W. Thompson hereinafter called lessee* does witness

1. That lessor, for and in consideration of the sum of ten and more dollars (\$10.00) in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leasee and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and *casing head gas and gas casing-* head gasoline, laying pipe lines, buildings tanks, storing oil, building powers, stations, *telephone* lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, all their one-fifth (1/5) undivided interest in the following described tract of land in Tulsa County, Oklahoma, Lots three (3) and four (4) and the south half of the northwest quarter of section five, township sixteen north, range thirteen I.B.M. (S $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 5, T16N- R13E) and containing 160 acres, more or less.

2. This lease shall remain in force for a term of five years and as long thereafter as oil, gas, casing head gas, casing head gasoline, or any of them is or can be produced.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-fifth - one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one fifth of *one eighth* royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks.

4. The lessee shall pay, as royalty, one-fifth of three hundred dollars (one-fifth) each year for gas from each well where gas only is found while the same is being sold or used off the premises, and shall pay to the lessor the sum of *one fifth* fifty (\$50.00) each year as royalty on *each* gas well where gas only is found and same is not used or sold, and while said royalty is so paid said well shall be held to be a producing well under paragraph number two hereof. The lessor to have gas free of charge from any gas well on the leased premises for all stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's whole risk and expense at all times.

5. The lessee shall pay to lessor for gas produced from any well and used by the lessee for the manufacture of gasoline, as royalty one-fifth, one-eighth of the market value of such gas. If said gas is sold by the lessee, then as royalty one fifth - one-eighth of the proceeds of the sale thereof.

6. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in the Exchange National Bank at Tulsa, Oklahoma or its successors which bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease, regardless of changes of ownership in said land or the oil and gas, or in the rentals to accrue thereunder, the sum of one fifth of one hundred sixty dollars (\$160.00) which shall operate as rental