

same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, Exchange Trust Company, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and affixed my notarial seal ^{of office} in said county and state the day and year last above written.

(SEAL) Joe W. McKee, Notary Public.

My commission expires February 6, 1926.

Filed for record in Tulsa County, Okla. on May 28, 1924, at 4:20 P.M. recorded in book 449, page 368, Brady Brown, Deputy,

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

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Mining
OIL AND GAS LEASE.

This agreement, entered into this 26th day of April, 1924, between B. E. Capps and Hazel F. Capps, his wife, of Tulsa, Oklahoma, hereinafter called lessor, and Waite-Phillips Company, hereinafter called lessee does witness:

1. That lessor, for and in consideration of the sum of one dollar and other good and valuable considerations, dollars, (\$1.00) in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee has this day granted and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building 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, the following described tract of land in Tulsa County, Oklahoma, to-wit: All the right, title and interest (being an undivided one-half interest) in and to the south half of the northeast quarter (S $\frac{1}{2}$ of NE $\frac{1}{4}$), in section 16, township 19N, range 12 E, and containing 80 acres, more or less.

2. This lease shall remain in force for a term of five years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline ~~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 pipeline to which lessee may connect its wells the equal 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-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 lessor, as royalty, one-eighth of the net proceeds 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 fifty dollars (\$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 sole risk and expense at all times.

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