

259440 - BH

OIL AND GAS LEASE.

This agreement, entered into this the 26th day of April, 1924, between Waite Phillips, and Gertrude Elliott Phillips, his wife, 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 (\$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, casing head and casinghead gas, and casinghead 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, the following described tract of land in Tulsa County, Oklahoma,

All the right, title and interest (being an undivided one-half interest in and to the south-half of the northeast quarter (SE $\frac{1}{2}$ of NE $\frac{1}{4}$) in section 16, township 19N, range 18E, 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, 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 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 to lessor, as royalty, one-eighth of the proceeds of the sale ^{sold or} each year for gas from each well where gas only is found while the same is being 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.

6. If operations for the drilling of a well for gas or oil 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 - - - Bank at - - - 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 in the oil and gas, or in the rentals to accrue thereunder, the sum of forty and no/100 dollars (\$40.00) which shall operate as rental and cover the privilege of deferring the commencement of drilling operations for a period of one year. In like manner and upon like payments or tenders, the commencement of drilling operations may be further deferred for like periods successively. All payments or tenders may be made