

a Notary Public in and for the county and state aforesaid, personally appeared Wiley Johnson to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires March 1, 1924

(SEAL)

Aletha G. Smith, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, April 30, 1923 at 4:10 o'clock P.M.

in Book 450, page 263

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County clerk

229034 C.J.

COMPARED

OIL AND GAS MINING LEASE

THIS AGREEMENT, Entered into this the 2nd day of February 1923 between J. A. Cornelsen and Agnetha Cornelsen, Husband and Wife, of Hillsboro, Kansas, hereinafter called lessor, and A. H. Huling, of Bartlesville, Oklahoma, hereinafter called lessee, does witness;

1. That lessor, for and in consideration of the sum of One Dollar and other considerations 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:

The Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$); and the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$); all in Section 8, Township 21 N., Range 14 E., and containing 80 acres, more or less.

2. This lease shall remain in force for a term of ten (10) 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 lines, or into storage tanks.

4. The lessee shall pay lessor, as royalty, one-eighths ($\frac{1}{8}$) of the proceeds of the sales thereof, 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 proceeds of the sale thereof.

6. If operation 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 First National Bank at Hillsboro, Kansas, or its successors,