

Book No. K. Page 433 of Creek Deed Records.

VICTOR M. LOCKE, JR., Superintendent

By W. H. Angell-Clerk

In Charge Creek Deed Records

Dated June 22, 1923

Filed for record at Tulsa, Tulsa County, Oklahoma, June 27, 1923 at 4:30 o'clock P.M. and recorded in Book 457 Page 477

By Brady Brown - Deputy

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

234342-ACM

OIL AND GAS LEASE

COMPARED

AGREEMENT, Made and entered into 13th day of May, 1923, by and between William Friese and Fannie T. Friese, his wife, party of the first part, hereinafter called lessor, (whether one or more) and J. Lacy Ballenger, part-- of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One & No/100 (\$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 let and 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 East Half of the Southwest Quarter and the Northwest Quarter of the North East Quarter of Section Nineteen (19) Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and Meridian and containing 120 acres, more or less,

Is is agreed that this lease shall remain in force for a term of five (5) 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 (1/8) 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 monthly 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 well at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises of for the manufacture of casing-head gas, one-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 monthly.

If no well be commenced on said land on or before the 15th day of July 1923 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Bixby State Bank at Bixby, Oklahoma, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Hundred Twenty & No/100 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well 12 months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively, and it is understood and agreed that