

OIL AND GAS LEASE

Form 88 Producers

258822 C.M.J.

AGREEMENT, Made and entered into the 14th day of May, 1924 by and between
Elizabeth Davis, A. R. Davis, Guy L. Davis, Viola E. Worley, Victor F. Davis and
Harold H. Davis of Tulsa County, Oklahoma

of _____, party of the first part, hereinafter called lessor (whether one or more) and _____, party of the second part, lessee.

T. A. Wield, Fred Wield and Aaron Tyner, of Tulsa County, Oklahoma, hereinafter called lessee

WITNESSETH, That the said lessor, for and in consideration of Forty & No/100 (\$40.00) 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 do es grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and of laying of 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 Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section Twenty-seven in Township Twenty-one North and Range Thirteen East.

of section 27 Township 21 Range 13 and containing forty (40) acres, more or less.

It is agreed that this lease shall remain in force for a term of five (5) years from this date, and as long thereafter as oil or gas, or either of them is produced from said land by the lessee.

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which they may connect their wells, the equal one-eighth part of all oil produced and saved from the leased premises. month at prevailing market rate

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate; and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time by making their own connections with the well at their own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product - - a royalty of one-eighth (1/8) of the proceeds payable monthly at the prevailing market rate.

#1 State of Oklahoma, County of Dewey, ss.
 Before me, the undersigned a Notary Public, in and for said County and State on this 17th day of May, 1924, personally appeared Guy L. Davis and Harold H. Davis to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.
 My commission expires Apr. 9th, 1925. (Seal) C. A. Shaw, Notary Public.

C. A. Shaw, Notary Public.

My commission expires Apr. 9th, 1925. (Seal)

completed on said land on or before November 14th, 1924

If no well be commenced on said land on or before the _____ day of _____, 19____, the lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or the lessor's credit in the _____

Bank at _____ or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of _____ DOLLARS, which shall operate as a rental and cover the privileges of deferring the commencement of a well for _____ months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like period of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which the 1/10 of interest bears to the whole and undivided fee.

When requested by lessor, lessee shall bury their pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the Lessee shall pay for damages caused by their operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

Lessees agree to complete the well above described to a depth sufficient to reach what is known as the Turkey Mountain Sand unless oil or gas is found in paying quantities at a shallower depth, and if found at a shallower depth they agree to complete one well to the Turkey Mountain sand within one year from this date, and to complete five wells on said land within two years from this date of lease shall terminate

In Testimony Whereof We Sign, this the 14th day of May 1944

WITNESS

Elizabeth Davis	Guy L. Davis	(SEAL)
A. R. Davis	Harold H. Davis	(SEAL)
Viola J. Worley		(SEAL)
Victory F. Davis		(SEAL)

ACKNOWLEDGMENT TO THE LEASE

STATE OF OKLAHOMA, COUNTY OF Tulsa ss: Before me, the undersigned, a Notary Public, in
and for said County and State on this 14th day of May, 1924 personally appeared _____
BEFORE ME, the undersigned authority, on this _____ day of _____, 19____

before me a Notary Public in and for said County and State, the _____ Elizabeth Davis, A. R. Davis, Viola E. Worley and
and Victor F. Davis, _____ to me known to be the identical person _____ who executed the within and foregoing instrument and

acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

~~IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on the first day of June 1900.~~
Given under my hand and seal the day and year last above written.

My Commission expires Aug. 12th, 1926. (Seal) Joe Harshbarger, Notary Public.

STATE OF OKLAHOMA, TULSA COUNTY, SS:

This instrument was filed for record on the 22 day of May, 1924 at 1:40 o'clock P. M.,
and duly recorded in Book 463 Page 312 of the records of this office.

(Seal)

By O. G. Weaver, County Clerk.
Brady Brown, Deputy.