

Form 88 Producers

AGREEMENT, Made and entered into the 24th day of June 1924 by and between J.C. Brickhouse and Anita B. Brickhouse, his wife, of H.F. Worley party of the first part, hereinafter called lessor (whether one or more) and party of the second part, lessee.

WITNESSETH, That the said lessor, for and in consideration of One Dollar and other consideration 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 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:

Lot 2 Block 4 Lawnwood Sub Division to the City of Tulsa

of section 8 Township 19 Range 12 and containing acres, more or less.

It is agreed that this lease shall remain in force for a term of one years from this 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 may connect sixth (1/6) wells, the equal one-eighth part of all oil produced and saved from the leased premises. subject to provision set out below.

2nd. To pay lessor for gas from each well where gas only is found, the equal one-sixth (1/6) of the gross proceeds at the prevailing market rate, for all gas used off the premises; said payments to be made monthly and lessors 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 or for the manufacture of casing head gas, one-sixth (1/6) 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 three day after said well now drilling on Lot 14 Block 2, Lawnwood Sub Division comlin as a Commercial Producing oil well satisfactory to the lessee this lease shall terminate as to all parties

X- well be commenced on said land on or before three day after said well now drilling on Lot 14 Block 2, Lawnwood Sub Division comlin as a Commercial Producing oil well satisfactory to the lessee this lease shall terminate as to all parties

Should the lessor own 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 or only in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use free of cost, gas, oil and water produced on said land for its operations thereon, except water from well of lessor.

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

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

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

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.

The Lessee shall pay the Lessors 1/6 Royalty all over and above 100 BBL oil per day. and 1/8 Royalty under 100 BBL oil per day produced, saved off of said lands.

In Testimony Whereof We Sign, this the 24th day of June 1924.

WITNESS

J.C. Brickhouse (SEAL)

Anita B. Brickhouse (SEAL)

(SEAL)

ACKNOWLEDGMENT TO THE LEASE

STATE OF OKLAHOMA, COUNTY OF Tulsa, SS:

BE IT REMEMBERED, That on this 24 day of June in the year of our Lord one thousand nine hundred and twenty-four before me, a Notary Public in and for said County and State, came J.C. Brickhouse and Anita B. Brickhouse, his wife and they 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 official signature and affixed my notarial seal the day and year first above written.

My Commission expires Jan. 28, 1928. (SEAL)

F.V. Westhafer

Notary Public.

STATE OF OKLAHOMA, TULSA COUNTY, SS:

This instrument was filed for record on the 30 day of June 1924 at 11:45 o'clock A. and duly recorded in Book 463 Page 373 of the records of this office.

O.G. Weaver,

Brady Brown

County Clerk.

Deputy.