

OIL AND GAS LEASE

559

Form 88 Producers

277934 O.M.J. 14" day of January 1925 by and between
 AGREEMENT, Made and entered into the _____ day of _____
 Robert F. Dowell and Mallie H. Dowell, (husband and wife)
 of _____ party of the first part, hereinafter called lessor (whether one or more) and
 H. W. Jones of Tulsa Okla. hereinafter called lessee: _____ party of the second part, lessee
 WITNESSETH, That the said lessor, for and in consideration of _____ One (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, ha _____ 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:

The East half of the South East quarter (E $\frac{1}{2}$ SE $\frac{1}{2}$)

of section _____ 26 Township _____ 17 N. Range _____ 12 E. and containing _____ Eighty (80) acres, more or less.
 It is agreed that this lease shall remain in force for a term of _____ Two (2) 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 _____ he _____ may connect _____ his wells, the equal one-eighth part of all oil
 produced and saved from the leased premises.

2nd One Eighth of the gross proceeds monthly 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 or any other product, 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 house 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 at the rate of - - a royalty of one-
 eighth (1/8) payable monthly at the prevailing market rate.

If no well be commenced on said land on or before the _____ 14th day of _____ January _____ 19 _____ 26, 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 _____ Farmers
 Bank at _____ Agency Mo. _____ or its successors, which shall continue as the depository regardless of changes in the ownership
 of said land, the sum of _____ (80) Eighty DOLLARS, which shall operate as a rental and cover the privileges of deferring
 the commencement of a well for _____ Twelve (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 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 _____ 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 _____ his operations thereon, except water from well of
 lessor.

When requested by lessor, lessee shall bury _____ his 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 written consent of the lessor.

Lessee shall pay for damages caused by _____ his 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.

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.

In Testimony Whereof We Sign, this the _____ 14th day of _____ Jan. _____ 1925.

WITNESS

A. A. Bostick

O. H. Smith

Robert F. Dowell

(SEAL)

Mallie H. Dowell

(SEAL)

(SEAL)

Missouri

ACKNOWLEDGMENT TO THE LEASE

STATE OF OKLAHOMA, COUNTY OF Buchanan SS: 1925

BE IT REMEMBERED, That on this _____ 30th day of _____ January _____ 1925 in the year of our Lord one thousand nine hundred and _____
 before me, a Notary Public in and for said County and State, came _____ personally appeared Robert F. Dowell and Mallie
 and _____ H. Dowell _____ 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.

Given under my hand and seal the day and year last above written.
 My Commission expires _____ Sep. 1 st, 1927. (Seal) Alonzo A. Bostick,
 Notary Public.

STATE OF OKLAHOMA, TULSA COUNTY, SS:

This instrument was filed for record on the _____ 4 day of _____ Feb. _____ 1925 at _____ 9:00 o'clock _____ A. M.,

and duly recorded in Book 463 Page _____ 559 of the records of this office.

(Seal)

O. G. Weaver,

Brady Brown,

County Clerk.

By _____ Deputy.