

COMPARED

## OIL AND GAS LEASE

89

247992 C.M.J.

AGREEMENT, Made and entered into the 26th day of October, 1923 by and between  
Henry Hornecker and Belle Hornecker, his wife.

of the party of the first part, hereinafter called lessor (whether one or more) and  
E. O. Funk and John T. Lindsey parties of the second part, hereinafter called  
parties 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 S granted, demised, leased and let and by these presents do gr 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 Southwest Quarter of the Southwest Quarter

of section 5 Township 16 N. Range 13 E. and containing 40 acres, more or less,  
 It is agreed that this lease shall remain in force for a term of five (5) years from May 16, 1923, 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. To pay lessor for gas from each gas 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 wells 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-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 quarterly.

If no well be commenced on said land on or before the 16th day of May, 1924, 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 First National  
 Bank at Tulsa, Oklahoma, or its successors, which shall continue as the depository regardless of changes in the ownership  
 of said land, the sum of Forty (\$40.00) DOLLARS, which shall operate as a rental and cover the privileges of deferring

the commencement of a well for 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 less 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 its 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 its 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.

This oil and gas lease is made for the purpose of reforming an oil  
 and gas lease by the same lessors to the same lessees, dated May 16, 1923, at recorded  
 in the office of the County Clerk of Tulsa County, in Book 463, at page 29; in which  
 the above described land is misdescribed as situate in Range 13 West instead of Range  
 13 East.

In Testimony Whereof We Sign, this the 26th day of October, 1923

WITNESS

Henry Hornecker (SEAL)

Belle Hornecker (SEAL)

(SEAL)

## ACKNOWLEDGMENT TO THE LEASE

STATE OF OKLAHOMA, COUNTY OF Tulsa SS:

BE IT REMEMBERED, That on this 26th day of October in the year of our Lord one thousand nine hundred and twenty three  
 before me, a Notary Public in and for said County and State, came personally appeared Henry Hornecker  
 and Belle Hornecker to me known to be the identical person, S 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 official signature and affixed my notarial seal the day and year first above written.

My Commission expires March 9th, 1927 (Seal) R. L. Park Notary Public.

STATE OF OKLAHOMA, TULSA COUNTY, SS:

This instrument was filed for record on the 2 day of Jan., 1924 at 1:30 o'clock P. M.,  
 and duly recorded in Book 463 Page 89 of the records of this office.

O. G. Weaver,

(Seal)

By Brady Brown, County Clerk.  
 Deputy.