

COMPARED

said corporation, Exchange Trust Company, as Trustee, for the uses and purposes therein set forth.

IN WITNESS, I have hereunto set my hand and affixed my official seal in said County and State, the day and year last above written.

My commission expires May 15, 1924.

(SEAL) E. P. Jennings, Notary Public

Filed for Record at Tulsa, Tulsa County, Oklahoma, Sept. 11, 1923, at 11; o'clock A. M. and recorded in book 468, page 315;

By Brady Brown, Deputy,

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

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#239803 NS

#### OIL AND GAS MINING LEASE.

COMPARED

THIS AGREEMENT, Entered into this the 17th day of August, 1923, between James F. Howell and Ella B. Howell, his wife, hereinafter called lessor, and W. S. Brummett and C. F. Peffley hereinafter called lessee does witness;

1. That lessor, for and in consideration of the sum of One Dollar ....Dollars (\$...), in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land in Tulsa County, Oklahoma, to-wit;

The NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12, Township 22, Range 12 E. of the I.M. in Section 12, Township 22, Range 12, and containing 10 acres more or less.

2. This lease shall remain in force for a term of five years and as long thereafter as oil, gas casinghead gas, casinghead gasoline, or any of them is or can be produced.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost in the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks.

4. The lessee shall pay lessor, as royalty  $\frac{1}{8}$  of the proceeds derived from the sale of gas at the mouth of the well ....dollars (\$....) each year for gas from each well where gas only is found while the same is being sold or used off the premises, and shall pay to the lessor the sum of Fifty Dollars (\$50.00) each year as royalty on each gas well gas only is found and same is not used or sold, and while said royalty is so paid said well shall be held to be producing well under paragraph number two hereof. The lessor to have gas free of charge from any gas well on the leased premises for all stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense at all times.

5. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline, as royalty, one eighth of the