474

thathe is the owner of the above described oil and gas leases and that the same are free money and clear of all incum brances and that all rentals,/payments and covenants with the lessors have been duly paid, kept and performed.

2. The said A. E. Hall further agrees and binds himself to pay all noyalties due or to become due on the land covered by the following described oil and gas lease, to-wit:

An oil and gas lease dated March 15, 1916 wherein Thomas L.Lane and Norah L. Lane, his wife, are leasers and Albert E. Hall is Lessee, covering the following described land located in Tulsa County, Oklahoma, described as follows:

The northeast quarter of the southwest quarter of section 30, twp. 22, range 14m which oil and gas lease is recorded in the office of the Recorder of Deeds in Tules County in book 109 and Page 195.

3. In consideration of the foregoing co nveyance and covenants of the said first party, the parties of the second part agree to commence the actual drilling of a well on the above described land within ninety days from theis date and will dril continuously thereon until said well has reached a depth of 1400 feet abless oil or gas is found in paying quantities at a lesser depth. In the event that oil or gas is found in paying quantities, said parties of the second part agree to drill and develop said leases in a diligent and workmanlike manner, and at all times to protect said property from drainage by arilling offset wells. It is understood and agreed that said parties of the second part shall pay all drilling, operating and equipment charges on saidleases and shall receive all mobiles derived from the sole of oil or gas or both, except hereinafter mentioned and shall apply all of sale money to the payment of the drilling, operating and equipment costs, said lesses shall heverbeen fully paid out, the said A. E. Hall, shall hereafter receive one-fourth of the net proceeds derived from the sale of oil or gas or both fromsaid lesses. It is further inderstood and agreed that the said A. E. Hall shall receive a one-eighth part of the gross receipts derived from the sale of oil or gas free and clear if all charges of whatsoever nature or kind from the following described land;

The northeast quarter of the southwest quarter of sect on 22/14 Tulsa County. Oklahoma.

- 5. It is understood and agreed that no charges shall be made against said lease for sofflice rent, clerical work or superintendance, in other words there shall be no oxerhead expenses charged against said leases.
- 6. Said parties of the second part shall keep an accurate set of accounts and shall render said first party each month a full and complete report showing all receipts and disbursements made on said lasses.
- 7. It is further understood and agreed that the parties of the second part bind themselves to carry out all the terms, conditions and covenants contained in the above described leases.
- 8. If the parties of the second part fail to comply with any or all the terms, conditions and cotenants of this contract, then the assignment made in compliance herewith shall be null and void, and this contract of no more force and effect.

In witness whereof, we have hereunto set our names this 18th day of July, 1923.

- A. E. Hall, Party of the first part.
- J. W. Sanders,
- W. E. Hencock, C. O. Buckles, Porties of the second part.

State of Oklahoms)

)SS

County of Tulsa ) Before me, a Notary Public, in and for the said county and state,
on this 18thbday of July, 1923, personally appeared A. E. Hall, J. W. Sanders, W. E. Hancock,