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The foregoing conditions being performed, this conveyance to be void, otherwise of full force and effect.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names on the day and year first above mentioned.

Executed and delivered in the presence of

Witness O. Robinett

J. E. Sommers

Fred Elkins

Effa Sommers

STATE OF OKLAHOMA,)
Tulsa County,) ss.

Before me, J. W. Hamel, a Notary Public in and for said County and State, on this 23rd day of October, 1923, personally appeared J. E. Sommers and Effa Sommers, his wife, to me known to be the identical persons 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.

My commission expires May 10, 1926 (SEAL) J. W. Hamel, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 24, 1923, at 8:00 o'clock A. m.
in Book 475, page 631

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

242918 C. J.

OIL AND GAS MINING LEASE

COMPARED

THIS AGREEMENT, Entered into this the 28th day of September 1923 between C. D. Evans (a single man) hereinafter called lessor, and Don Curbur Petroleum Company hereinafter called lessee does witness:

1. That lessor, for and in consideration of the sum of One Dollars (\$1.00), 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:

Northeast quarter (NE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$)
in Section 20, Township 22N, Range 14 E. , and containing 40 acres, more or less.

2. This lease shall remain in force for a term of ten (10) 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, 1/8 of the market value 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 where gas well where 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 a 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.