

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.

Witness my hand and official seal, the day and year above set forth.

My commission expires July 2, 1927. (Seal) L. H. Sasser, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Oct. 3, 1923, at 10:00 o'clock A.M. and recorded in Book 479, Page 146.

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

241293 C.M.J.

OIL AND GAS LEASE.

COMPARED

AGREEMENT, Made and entered into this 21st day of February, 1923, by and between Lizzie Teague, Samuel A. Calhoun, Whit M. Grant and Horace Speed, party of the first part, hereinafter called lessor (whether one or more) and H. H. Houston, party of the second part, hereinafter called lessee.

WITNESSETH: That the said lessor, for and in consideration of One (1.00) Dollar, 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, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying 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 Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and Southeast Quarter (SE $\frac{1}{4}$ ) of said Southeast Quarter (SE $\frac{1}{4}$ ) of Section 33, Township 18 North, Range 13 East, containing 80 acres, more or less.

It is expressly agreed that this lease shall be null and void unless the second party commences within ninety days the drilling of a well on said land and diligently prosecutes such drilling until a well is completed, and if the said well is a dry hole, he may abandon the lease or commence the drilling of another well on said land, but a producing oil well must be completed within one year from May 21st, 1923, or this lease shall terminate on said date.

It is agreed that this lease shall remain in force as long thereafter as oil or gas, or either of them in paying quantities, 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 on the 20th day of each month succeeding the month during which the gas is produced, 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, and 1/8 of the casing head gas for the time during which such gas shall be used, said payments to be made on the 20th day of each month succeeding the month in which the gas is produced.