

244088 C.J.

## OIL AND GAS LEASE

COMPARED

AGREEMENT, Made and entered into the 4th day of January 1923 by and between Sarah J. Osborne and Hester Osborne, both unmarried women, of Bloomington, Illinois, party of the first part, hereinafter called lessor (whether one or more) and Emile Offenbacher party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One 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, 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 North Half (N $\frac{1}{2}$ ) of the Northeast Quarter, Bloomington, Ills. September 1923 of Section 29, Township 20 N., Range 13 E and containing 80 acres more or less. ((For value received, we, the undersigned, lessors, in the above and foregoing Oil and Gas Mining Lease, do hereby extend the terms of said Lease to November 1st., 1923, all other conditions and stipulations contained therein to remain as therein provided.

Witness our hands and seals the day and year first above written.

Sarah J. Osborne

Hester Osborne

State of Illinois, )  
County of McLean ) SS.

Emile Offenbacher

By L. R. Gise

Before me, a Notary Public, in and for said Att'y in Fact.

County and State, personally appeared Sarah J. Osborne and Hester Osborne both unmarried persons, 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.

In witness whereof, I have hereunto set my hand and affixed my seal this 21st day of September, 1923.

My commission expires Feb 7, 1924 (SEAD)

Bertram A. Franklin, Notary Public ))

It is agreed that this lease shall remain in force until July 1, 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 to one-eighth part of all oil produced and saved from the leased premises.

3d. To pay lessor for gas produced from any oil or gas well and used off the premises for the time during which gas shall be used, a royalty of one-eighth (1/8), payable monthly at the prevailing rate.

If no well be completed on said land on or before the 1st day of July, 1, 1923, this lease shall terminate as to both parties, and lessee or assigns agree to release this lease at its expiration from any cause.

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 shall be paid the lessor only in the proportion which his interests 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 wells 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 pre-