

My commission expires Sept. 13, 1927

(SEAL)

Margaret House, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 21, 1923 at 11:00 o'clock A. M. in Book 480, page 361

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

244987 C.J.

OIL AND GAS LEASE

COMPARED

AGREEMENT, Made and entered into the 14th day of September 1923, by and between Consolidated Royalty Association, Perpetual Royalty Corporation Jno. E. Bahnsen, a single man and A.I. Newcomer and Althea<sup>R. Newcomer, his wife</sup> hereinafter called lessor (whether one or more), and K. L. Wickett 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 the lessee to be paid, kept and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, powers, stations, and structures thereon to produce, save and take care of said products, all a certain tract of land situate in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

East Half ( $E\frac{1}{2}$ ) of Northeast quarter ( $NE\frac{1}{4}$ ) of Section Thirty-one (31) Township Seventeen (17) North, Range Thirteen (13) East. of Section 31, Township 17, Range 13, and containing 80 acres, more or less.

It is agreed that this lease shall remain in force for a term of five years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee. 480

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 they may connect their wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay the lessor One Eighth part for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for their stoves and their inside lights in the principal dwelling house on said land during the same time by making their own connection with the well at their own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises at the rate of One eighth part, for the time during which such gas shall be used, said payments to be made each month. Also to pay lessor one-eighth of the net proceeds derived from the sale of casing head gas utilized in making gasoline.

If no well be commenced on said land on or before the 25 day of January 1924, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in the Exchange National Bank at Muskogee, Oklahoma or its successors, which shall continue as the depository, regardless of changes in the ownership of said land, the sum of Eighty Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then,