Filed for record in Tulsa, Tulsa County, Oklahoma, April 16, 1924, at 4:40 o'clock F.M. and recorded in Book 463, Page 462. By Brady Brown, Deputy. (Seal) 0. G. Weaver, County Clerk. 256020 C.M.J. OIL AND GAS LEASE.

THIS INDENTURE, made and entered into the 14" day of February, A.D.1924, by and between L. W. Clapp and C. W. Clapp, husband and wife of Wichita, Kansas, hereinafter called the lessor (whether one or more), of the one part, and The First Trust Company of Wichita of Wichita, Kansas hereinafter called the lessee (whether one or more), of the other part.

WITNESSETH, That the lessor, for and in consideration of the sum of One Dollar and other consideration cash in hand paid by the lessee, the 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, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the lessee, his heirs, executors, administrators, successors or assigns, for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines and of building tanks, powers, stations and structures thereon to produce 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:

All of the Northwest ^uarter (except the Northwest Quarter of the Bouthwest Quarter of the Northwest Quarter and except 5 acres lying on the East side of Caney River in the Northeast corner of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter

of Section 3, Township 22 N. Range 14 E., and containing 145 acres more or less. It is agreed that this lease shall remain in force for a term of sixteen years from this date and as long thereafter as oil or gas or either of them is produced from said land by the lessee, his heirs, administrators, executors, successors or assigns.

In consideration of the premises the lessee covenants and agrees:

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FIRST: To pay to the lessor delivered in pipe line or tanks, as royalty, the equal one-eighth part of the proceeds of all oil produced, saved and sold from the lessed premises. SECOND: To pay the lessor at the rate of Two Hundred Fifty Dollars each year in advance for the gas from each well where gas only is found while the same is being used off the promises, for fuel and the 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 well.

THIRD: To pay the lessor for gas produced from any oil well and used off the premises for fuel at the rate of Fifty and No/100 per year for the time during which such gas is being used, said payments to be made each three months in advance. Tas used on or off the premises for any purpose other than fuel shall be paid for on the same basis as herein provided for oil, with a minimum, however, of the amount stated for fuel. The amount of cash rental above stated is based on an annual production and sale of gas to the amount of \$2000-if a less sum is produced and marketed, the rental shall be proportionately reduced... The lessee shall have the right to use, free of cost, gas, oil and water produced on

said land for his operations thereon, except water from wells of the lessor.

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When requested by the lessor, the lessee shall bury his pipe lines below plow depth. No well shall be drilled measurer than two hundred feet to the dwelling house or barn on said premises.

The lessee shall pay for damages caused by drilling to prowing crops on said land. The lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. 483