

257374 C.M. J.

OIL AND GAS LEASE.

COMPARED

AGREEMENT, Made and entered into the 10th day of December, 1923, by and between Charles J. Boman, a single man, and Emma Boman, his mother, P. O. Address, RFD. Tulsa, Oklahoma, hereinafter called lessor (whether one or more), and O. U. Schelgel and J. W. Shreve hereinafter called lessee, (whether one or more.)

WITNESSETH, That the said lessor, for and in consideration of Eighty & No/100 (\$80.00) 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 of laying pipe lines, and of 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 South Half (S $\frac{1}{2}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section Fifteen (15), Township Nineteen (19)N: Range Thirteen (13) E. containing eighty acres, more or less. of Section 15, Township 19, 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, unless the same is sooner surrendered by lessee, and that the consideration above stated is paid and accepted as a good and sufficient consideration for each and every right or privilege granted to lessee herein including the right to pay rentals in lieu of drilling wells and the right to surrender this lease as hereinafter provided.

If no well be commenced on said land on or before the 10th day of December 1924, the lessee on or before said date shall pay or tender to the lessor, or deposit to the lessor's credit in the National Bank of Commerce Bank, at Tulsa, Oklahoma or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Eighty & No/100 (\$80.00) Dollars, which shall operate as rental for one year thereafter, and shall continue to pay a like sum each year in advance until a well is commenced on said premises.

When a well is completed on said land, the said lessee covenants and agrees:

FIRST. To deliver to the credit of the lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth ($\frac{1}{8}$) part of all oil produced and saved from the leased premises, as royalty, or, at lessee's election, to pay the lessor for such royalty the market price prevailing the day the oil is run into the pipe line or run into storage tanks, in which last event, settlement and paying shall be made by the lessee on the 15th day of each month for the royalty so purchased by the lessee during the preceding month.

SECOND. To pay the lessor one-eighth part of all gas produced and saved & sold, as royalty 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 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 and at his own risk and expense.

THIRD. To pay lessor for gas produced from any oil well and used off the premises at the rate of one-eighth part as royalty, for the time during which such gas shall be used.

Lessor hereby agrees that the deposit by lessee of a valid bank check or draft in any United States Postoffice duly registered and addressed to the lessor, heirs, assigns or legal representatives, or the Bank above named, shall be and constitute a good and sufficient tender of any sum which may become due under this lease.

If said lessor owns a less interest in the above described land than the entire and