

My commission expires April 19, 1925 (Seal) J. H. Horninghausen, Notary Public
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 Book 485 page 207

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

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OIL AND GAS LEASE

COMPARED

AGREEMENT, Made and entered into 19th day of January 1924 by and between Robert E. Garrett and Zola Garrett, his wife, A. Park Wright, a single man Jerry B. Newby and Edna C. Newby his wife, Chester C. Clark and Hattie P. Clark, his wife, W. L. McClanahan and Mary Lucy McClanahan, his wife, and J. M. Franklin and Bertie B. Franklin, his wife Parties of the first part, hereinafter called lessor(whether one or more) and A. F. Brann party of the second part, hereinafter called lessee. A. F. Brann, Wright Building, Tulsa, Oklahoma, party of the second part lessee.

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WITNESSETH, That the said lessor, for and in consideration of One and no/100 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 Northwest Quarter (NW $\frac{1}{4}$) of the northwest Quarter (NW $\frac{1}{4}$) of Section 24 Township 19N. Range 10 E. and containing Forty (40) acres, more or less

It is agreed that this lease shall remain in force for a term of Three years from date 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 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 monthly and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling houses 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, for the time during which such gas shall be used, said payments to be made when payments are made by purchaser.

If no well, be commenced on said land on or before the 19th day of January, 1925, 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 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 one hundred and no/100 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 rentals is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.