

Given under my hand and seal the day and year last above written.

My commission expires Jan . 2, 1927 (SEAL) Daisy Hatfield , Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Feby 27, 1924 at 2:40 o'clock P. M.
in Book 486, page 387

By Brady Brown, Deputy (SEAL) O. G. Weaver, County clerk

252140 C.J. OIL AND GAS LEASE COMPARED

AGREEMENT, Made and entered into the First day of February 1924, by and between John E. Bahnsen, and unmarried man of Checotah, Oklahoma hereinafter called lessor (whether one or more), and Brooks Drilling Co., Tulsa, Okla. hereinafter called lessee:

WITNESSETH; That the said lessor, for and in consideration of One and No/100 Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on 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 of 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: East half of the East half of the Southwest quarter of the Southwest quarter (E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$) and the West half of the Southeast quarter of the Southwest quarter, (W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$) and the West half of the East half of the Southeast quarter of the Southwest quarter (W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 29 Township 19N Range 12 E and containing forty (40) acres, more or less. It is agreed that this lease shall remain in force for a term of 18 months from this date, and as long thereafter as oil or gas or either of them is produced from said land by 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 lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year , payable quarterly for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate; and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time by making his own connections with the well at his own risk and expense.

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

If no well be commenced on said land on or before the first day of February 1925, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or to the lessor's credit in the First National Bank at Checotah, Okla. or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Forty ((\$40.00) Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for six months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessee; and the depositing of such currency, draft or check in any post office with sufficient postage and properly addressed to the lessor, or said bank on or before said last mentioned date shall be deemed payment as herein provided. 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