

253437 C.J.

COMBINED

OIL AND GAS MINING LEASE

THIS AGREEMENT, Entered into this the 8th day of January 1924 between O. M. Lancaster and Mae Lancaster, his wife hereinafter called lessor, and H. B. Frederick and Geo. A. Gage hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of One Dollar and other good and valuable considerations ), in hand paid, and of the covenants and agreements herein-after contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land in Tulsa County, Oklahoma to-wit: Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ); the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ); the South Half (S $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ); the North half (N $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ); and N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Sec. 35; (S $\frac{1}{2}$  of NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Sec. 36,) in Section 35 & 36, Township 21N, Range 12 E, and containing 160 acres, more or less.

2. This lease shall remain in force for a term of 6 months and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of them is or can be produced.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-sixth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks.

4. The lessee shall pay lessor, as royalty, One-sixth of the proceeds of the sales thereof each year for gas from each well where gas only is found while the same is being sold or used off the premises, The lessor to have gas free of charge from any gas well on the leased premises for all stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense at all times.

5. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline, as royalty, one-sixth of the market value of such gas. If said gas is sold by the lessee, then as royalty one-sixth of the proceeds of the sale thereof.

6. If operations for the drilling of a well for oil or gas are not commenced on said land on or before March 15, 1924, this lease shall terminate as to both parties.

9. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee.

10. The lessee shall have the right to use free of cost, gas, oil and water produced on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

11. If the estate of either party hereto is assigned ( and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors,