

E53637 C. J.

OIL AND GAS LEASE

(COMPILED)

AGREEMENT, Made and entered into the 15th day of March 1924 by and between Henry Bowser & Agnes Bowser, his wife, James Bowser & Elizabeth Bowser, his wife, Charles D. Huston & Iva Huston, his wife, James L. Gideon & Inez Gideon, his wife, James O. Clark & Rosalie Clark, his wife, ----- of ----- hereinafter called lessor (whether one or more), and S. S. Mohrman, hereinafter called lessee:

WITNESSETH: That the said lessor, for and in consideration of One (\$1.00) 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: Lot 1 (owned by Charles D. Huston); Lot 2 owned by James L. Gideon); Lot 3 (owned by James O. Clark); Lot 4 (owned by James Bowser); Lots 5 & 6 (owned by Henry Bowser), all in Block 2, Rayburn Sub-Division of Lot 3 of Sec. 9, Twp. 19 North, Rge. 12 East.

It is understood and agreed that this is a joint lease and that if oil or gas is discovered on any of the premises covered hereby all owners mentioned herein shall participate in the royalty therein such proportion as his interest bears to the entire premises leased.

It is agreed that this lease shall remain in force for a term of one year 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 they may connect their wells, the equal one fourth part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-fourth 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 1/4th 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 their own connections with the well at their 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 at the rate of Fifty (\$50.00) Dollars per year for the time during which such gas shall be used, payable semi-annually or a royalty of 1/4th of the proceeds payable monthly at the prevailing market rate.

If no well be commenced on said land on or before the 15th day of April 1924 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 Exchange National 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 Ten Dollars per day for each day commencement of said well is deferred beyond April 15th 1924. 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. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods. 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