

Notary Public, Johnson County, No.
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By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

250468 C.J.

OIL AND GAS LEASE

COMPARED

AGREEMENT, Made and entered into 12th day of November, 1923 by and between
 R. C. Mitchell and Effie L. Mitchell, husband and wife party of the first part, hereinafter
 called lessor (whether one or more) and T. E. Waggoner party of the second part, hereinafter
 called lessee.

WITNESSETH, That the said lessor, for and in consideration of One Hundred
 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:

East one half of the North East quarter of the South East quarter
 of Section, Twenty Four Township Twenty one Range Thirteen, Tulsa
 County, State of Okla.

of Section----- Township ----- Range ---- and containing twenty acres, more or less.

It is agreed that this lease shall remain in force for a term of one 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 (1/8) part of all oil produced and saved
 from the leased premises.

2nd. To pay lessor for gas from each 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 quarterly 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 well at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises
 for the manufacture of casing-head gas, one-eighth (1/8) of the gross proceeds at the pre-
 vailing market rate for the gas so used, for the time during which such gas shall be used,
 said payments to be made quarterly.

If no well be commenced on said land on or before the 12th. day of November, 1924,
 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 Nat'l Bank of Commerce Bank at
 Tulsa, Okla. or its successors, which shall continue as the depository regardless of changes
 in the ownership of said land, the sum of One Hundred 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
 privileges 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.

Should the first well drilled on the above described land be a dry hole, then,
 and in that event, if a second well is not commenced on said land within twelve months from the