

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.

IN WITNESS WHEREOF, The said parties have hereunto set their hands the day and year first above written.

Rollie Sarty

STATE OF OKLAHOMA, COUNTY OF WAGONER, ss.

Before me L. M. Glasgow a Notary Public in and for said County and State, on this 24th day of April 1924, personally appeared Rollie Sarty and Jas F. Secrest to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year above set forth.

My commission expires January 3rd 1925 (SEAL) L. M. Glasgow, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Apr 26, 1924 at 8:00 o'clock A. M. in Book 487, page 429

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

256666 C.J.

OIL AND GAS LEASE

COMPARED

AGREEMENT, Made and entered into the 12th day of April 1924 by and between E. P. Gaylord and Cassie L. Gaylord, his wife, of Pittsford, Monroe County, New York, hereinafter called lessor and B. F. Caldwell and sons, hereinafter called lessee.

WITNESSETH: That the said lessor, for and in consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept, and performed, has granted, demised leased by these presents does grant, lease and let unto said lessee for the sole and only purpose of mining and operating, for oil and gas and of laying of pipelines, and of building tanks, powers, stations and structures thereon to produce save and take care of said products, all that certain tract of land situated in the County of Tulsa, State of Oklahoma, described as follows, to wit:

Lots Nine (9), Ten (10), Eleven (11), Twelve (12) Block Two (2)
Trimble Subdivision in the Northwest (NW $\frac{1}{4}$) Quarter of Northwest
(NW) Section Eight (8), Township Nineteen (19), Range Twelve (12)
East and containing One (1) acre more or less.

It is agreed that this lease shall remain in force as long as oil or gas or either of them is produced in paying quantities from said land by lessee.

In consideration of the premises, the said lessee covenants and agrees;

1st. To pay lessor for gas produced on any well and used off the premises a royalty of One-eighth (1/8), payable at the prevailing market rate. Said royalty payment to be made direct to the lessor, Mr. E. P. Gaylord at Pittsford, Monroe County, New York.

2nd. To deliver to the credit of lessor, free of cost, in the pipeline to which they may connect the wells, an equal One-eighth (1/8) part of all oil produced and saved from leased premises. Payment to be made direct to Mr. Gaylord at the above address.

In the event the oil produced from the leased premises exceeds One Hundred (100) barrels per day, lessee agrees to deliver to the credit of lessor, free of cost, in the pipeline to which they may connect their wells, an equal One-sixth (1/6) part of all the oil and gas produced and saved from the leased premises. By this clause, it is understood that whenever the production exceeds One Hundred (100) barrels per day, lessor is to receive One-sixth (1/6) royalty of all oil and gas and whenever the production is below One Hundred (100) barrels, reverts back to One-eighth (1/8)/