

My commission expires July 18th 1927 (SEAL) G. J. Patterson, Notary Public
 Filed for record in Tulsa County, Tulsa Oklahoma, Apr 26, 1924 at 8:00 o'clock A. M. in
 Book 487, page 430

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

256667 C.J.

OIL AND GAS LEASE

COMPARED

AGREEMENT, Made and entered into the 12th day of April 1924 by and between Ida May Evans and Evan Evans, her husband, of Bruner, Oklahoma, hereinafter called lessor and B. F. Caldwell and sons, hereinafter called lessees.

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 Thirteen (13), Fourteen (14), Fifteen (15) Sixteen (16)
 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 as royalty of One-eighth (1/8), payable at the prevailing market rate. Said royalty payment to be made direct to the lessor, Ida May Evans at Bruner Station, Oklahoma.

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 Mrs. Evans 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).

If no well be commenced on said land within thirty (30) days after the completion of the well to be drilled on the Gaylord land directly south, this lease shall terminate as to both parties unless the lessee shall pay to the lessor the sum of Twenty (\$20.00) per day, each day, until operations are commenced or the lease surrendered. It is understood that this well is to be drilled to what is known as the Wilcox sand and after operations are started, operations are to be carried on with due diligence. Time being the essence of this contract. Lessee further agrees that whenever operations have ceased on these lands to regrade the lot, leaving it in as good condition as is possible as they found it before starting operations.

Lessee agrees to furnish to lessor free gas for dwelling purposes on said land providing lessor makes their own connections with the well at their own risk and expense.

Lessor, hereby, waives all right to claim for damages to any dwellings on his property caused through the drilling of wells on his property or on the Gaylord property direct-