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OIL AND GAS LEASE.

Agreement, made and entered into the 18th day of September, 1924, by and between Walter M. Stunkard and Elizabeth A. Stunkard, husband and wife of Tulsa, Oklahoma, party of the first part, hereinafter called lessor (whether one or more) and Thad Henderson, party of the second part, hereinafter called lessee.

Witnesseth: That the said lessor, for and in consideration of one dollar, 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 demise, grant, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and 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:

The southwest quarter of the northeast quarter ^{and} the east half of the southeast quarter of the north west quarter and in the event oil or gas or both are found in paying quantities on the above described land, then in that event this lease includes the northwest quarter of the southeast quarter, and the northeast quarter of the northeast quarter

of section 6, township 18, range 13, and containing 1 or 180 acres more or less.

It is agreed that this lease shall remain in force for a term of two years from this date, and as long thereafter 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 deliver to the credit of lessor, free of cost, in the pipe lines to which he may connect his wells, the equal one eighth part of all oil produced and saved from the leased premises,

2nd. 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 or any other product, a royalty of one eighth payable monthly at the prevailing market rate, and lessor to have gas free of cost from any such well for all stoves in the principal dwelling house and poultry house and shop on said lessor's homestead 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 or in the manufacture of gasoline or any other product at the date of a royalty of one eighth payable monthly at the prevailing market rate.

If no well be commenced on said land on or before the first day of March, 1925, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or the lessor's credit in the Security 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 one hundred (\$150.00) and fifty dollars, which shall give the said lessee the privilege of the commencement of a well during the remainder of eighteen months as provided hereinbefore. And it is understood and agreed that the consideration first recited here, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

If said lessor owns a less interest in the above described land than the entire

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