

Given under my hand and seal of office the day and year last above written.

My commission expires March 30, 1926

(SEAL)

Winifred Brummett, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Aug. 15, 1924 at 8:00 o'clock A. M. in Book 494, page 111

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

265261 C. J. COMPTON OIL AND GAS MINING LEASE PRODUCERS FORM No 88

AGREEMENT, Made and entered into the 8th day of July 1924 by and between Mrs. Mary E. Nesbitt and A. B. Nesbitt A. E. Whalen and Eula Whalen and H. L. Eastman, and Ena Eastman, R. G.

Sherwood and Edna Kent Sherwood, W. H. Campbell and Jessie B. Campbell, B. G. Church and Jessie Church LESSORS and James E. Smith hereinafter called lessee.

WITNESSETH: That the said lessors for and in consideration of One Dollar (\$1.00) cash in hand paid, 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 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 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 situate in the County of Tulsa, State of Oklahoma, described as follows:

To-wit: Lots 7,8,9,10,11,12,20,21,22,23,24, and 25, in Block 8 and 21 Block 5 Vern Subdivision No. 1 to the city of Tulsa except 60 x 150 of the NE corner of lot 8 of Block 5

5. Vern Subdivision No. 1, to the city of Tulsa, Oklahoma, being a part of the NE 1/4 of the NE 1/4 of Sec. 8, Township 19 N. Range 12 East.

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 the lessee.

IN CONSIDERATION OF THE PREMISES LESSEE COVENANTS AND AGREES:

FIRST. To deliver to the credit of lessors free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises.

SECOND. To pay lessors 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 lessors to have gas free of cost from any such wells for all stoves and all inside lights in the principal dwelling houses on said land during the same time by making his own connections with the well at his own risk and expense.

THIRD. To pay lessors for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product, a royalty of one-eighth payable Monthly at the prevailing market rate.

If operations for drilling a well for oil and gas purposes herein provided are not commenced on said land on or before the 8th day of August, 1924, this lease shall TERMINATE as to both parties.

If said lessors owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the Royalties and rentals herein provided for shall be paid the said lessor only in the proportion which their interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for all operations thereon except water from the wells of lessors.