

therein set forth.

Witness my hand and official seal the day and year last above written.

My commission expires May 21, 1927

(SEAL)

T. G. Grant, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Sep 2, 1924 at 4:55 o'clock P. M. in Book 494, page 335

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

266693 C.J.

OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this 4th day of September 1924, by and between G. C. Schmitt and Olive Schmitt, husband and wife, hereinafter called lessor, and J. A. Turner and J. D. Leibes hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One Dollar (\$1.00 cash in hand paid, and other valuable considerations, 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 unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, 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:

Lot Six (6) and Seven (7) in Section Twenty-four (24) Township Nineteen (19) North, Range Twelve (12) East and containing Sixty-six and three-fourths (66 $\frac{3}{4}$ ) 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 from said lands, by said lessee.

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

FIRST: To deliver to the credit of the lessor, 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 to lessor, one-eighth of the gross proceeds each year, payable quarterly, for the gas from each well, where only gas is found, while the same is being used off the premises, and if used in the manufacture of gasoline, the 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 and inside lights in the principal dwelling house on said land during the same time, by making his own connections with the wells at his own risk and expense.

THIRD: If no well be spudded in or actual drilling started on said land on or before six months from the signing hereof, this lease shall terminate as to both parties, all wells shall be drilled to the Wilcox Sand, unless oil is found in paying quantities at a lessor depth,

In the event the first well drilled, is a producing well, then another well shall be started within thirty (30) days, and all succeeding wells shall be drilled in like manner, so long as production shall be obtained in paying quantities, until ten wells shall have been drilled in said tract. Each new well being started thirty (30) days after the completion of the preceeding well.

It is further understood and agreed that when the first well is spudded in and actual drilling started, said drilling must be kept up and be continuous or this lease shall be forfeited; Unavoidable delays excepted.

4/8/25