

Lessee further agrees that all producing wells of five (5) barrels or more shall be continuously working or pumped, and the failure of the lessee to pump or produce oil from any such oil well, shall work as a forfeiture of this lease.

Should the first well completed on the above described land be a dry hole, then in that event, if a second well is not spudded in on said land within six months this lease shall terminate as to both parties.

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

When requested by lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than fifty (50) feet to any house or barn on said land or premises, without the written consent of said lessor.

Lessee shall pay for damages caused by their operations in drilling said wells on said land or premises, not to exceed one Hundred (\$100.00) Dollars for each house damaged.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

IN WITNESS WHEREOF, we sign this the 4th day of September 1924.

G. C. Schmitt
Olive Schmitt

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STATE OF OKLAHOMA)
TULSA COUNTY) SS.

Be It Remembered, That on this 4th day of September in the year of our Lord one thousand nine Hundred and twenty-four, before me, a Notary Public in and for said County and state, personally appeared G. C. Schmitt and Olive Schmitt, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledge to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

My commission expires March 10, 1925 (SEAL) E. E. Hansen, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Sept. 5, 1924 at 2:00 o'clock P.M.
in Book 494, page 336
By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

266694 C.J. *26251* OIL AND GAS LEASE. *Smith (Tulsa City) 12-21-50*
THIS AGREEMENT, Made and entered into this 4th day of August, 1924, by and between E. E. Hanson and Henry C. Schultz, trustees, hereinafter called lessor, and J. A. Turner and J. D. Leabee, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One Dollar (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledge, 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, and 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: