

to me known to be the identical persons who executed the above and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

My Commission expires Aug 22, 1928 (SEAL) Harold S. Philbrick, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Sep 12, 1924 at 3:15 o'clock P. M.  
in Book 494, page 416  
By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

267296 C.J. OIL AND GAS LEASE

AGREEMENT, Made and entered into 11th day of SEPTEMBER 1924, by and between R. T. SMITH and MISSOURI SMITH, his wife, Party of the first part, hereinafter called lessor (whether one or more) and AJAX OIL COMPANY, party of the second part, lessee.

WITNESSETH, That the said lessor, for and in consideration of Two Hundred Fifty DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of 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 laying pipe lines, and building tanks, powers, stations and structures thereon to produce, same, 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.

THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF Section 33 Township 18N Range 14 E and containing FORTY (40) acres, more or less.

It is agreed that this lease shall remain in force for a term of ONE YEAR from 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 the said lessee covenants and agrees:

1st. To deliver to the credit of 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.

2nd. To pay the lessor One Eighth of the proceeds each year in, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells as his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas One Eighth of the proceeds per year, for the time during which such gas shall be used, said payments to be made Monthly

If no well be commenced on said land on or before the 11th day of DECEMBER 1924, the lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit by agreement of lessor or its successors, the sum of -----DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for -----months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rentals is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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CORRECTION P. 5  
ALB.