

convenient or expedient to the production of oil, gas and water thereon, and the transportation of oil and gas on, upon and over said premises and the highways along the same except that first party shall have the full one -eighth part of all oil produced and saved on the premises and first party agrees to accept ^{said} share of said oil as full compensation for all the products of each well in which oil is found . Said real estate and premises is located in the County of Tulsa , State of Oklahoma and described as follows , to-wit :

SW/4 of the NE/4 and E /2 of the SE/4 of the NE/4 and SE/4 of the SE/4 of the NE/4 of Section Thirty (30) and NW/4 of the NE/4 of the NE/4 of Section Thirty One (31) all in township Twenty-One (21) North, Range thirteen (13) East of the Indian Meridian .

Containing eighty (80) acres more or less .

To have and to hold said premises for said purposes for the term of Five Years and so long thereafter as gas or oil is produced thereon in paying quantities . It is agreed that if gas only is found, second party is to pay first party at the rate of One Hundred Fifty Dollars per year for said premises .

In case gas is not used off the premises and second party desires to retain his right thereto, he shall pay to first party the sum of Fifty Dollars per year for each well . First party to have gas free of cost for domestic purposes during the same time . Whenever first party shall request it, second party shall within a reasonable time after said request bury below plow depth all oil and gas lines which are laid over tillable ground . Second party also agrees to pay all damages done to crops by reason of laying and removing ^{pipes} lines and further agrees to do no further damage to crops than is absolutely necessary . No well to be nearer than 150 feet of residence or buildings on premises . Second party further agrees to make no unnecessary waste of oil and to make all developments in a workmanlike manner .

All moneys falling due under the terms of this grant may be paid direct to the first party, or to the credit of the first party at the City of Claremore, at the Bank of Claremore .

In further consideration for the payment of said sum of One and No/100 Dollars, and all payments due on the least under the terms of this lease, first party grants unto second party the exclusive option and right to release and terminate this grant at any time, thereafter all liabilities of second party as to the portion released shall cease and determine .

In case gas is produced on such premises, in quantities that it would not pay to operate under the terms above set forth, the party of the second part may sell such gas or part thereof to parties drilling on adjacent lands, and shall pay to first party one-eighth part of all moneys received from the sales of the same .

Second party shall have the right to use sufficient gas, oil and water to drill all wells and to run all necessary machinery in operating the same . The terms and conditions of this grant shall extend to the heirs, successors and assigns of the parties hereto .

IN WITNESS WHEREOF, the parties have herunto set their hands and seals this 28th day of July 1908.

Witness . W.F. Meker

State of Oklahoma

County of Tulsa

SS

Allmon Martin (SEAL)

Frank A Gillespie (SEAL)

Before me, a Notary Public within and for said County and State, on this 28th day of July 1908 personally appeared Allmon Martin Jr, to me