

of the oil and gas in and under that certain tract of land hereinafter described and also all ~~that~~ <sup>the</sup> said tract of land for the purposes and with the exclusive right of drilling and operating for said oil and gas which said tract of land is situated in the County of Tulsa State of Oklahoma and described as follows, to-wit :-

The west half ( 1/2 ) of the southwest quarter ( 1/4 ) of Section Thirteen (I3) township Twenty (20) North, Range thirteen ( I3 ) East, containing eighty (80) acres more or less according to the United States survey thereof the same being the allotment of Nancy E Rasmus, the above named minor , containing 3 acres more or less . But no wells shall be drilled within One Hundred feet of the present buildings , except by consent of both parties .

The party of the first part grants the further privilege to the party of the second part , its heirs and assigns of using ~~xxxxxx~~ sufficient gas, oil and water from the premises necessary to the operations thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportations of oil and gas, and the right to remove at any time any machinery ~~for~~ fixtures placed on the premises by said lessees .

To have and to hold the same unto the said party of the second part, its heirs and assigns with the right to sublet and subdivide, for the term of Nine years two months and eight days from the date hereof and as long thereafter as oil or gas is being produced therefrom by said lessees .

In consideration whereof the said party of the second part agrees to deliver to the party of the first part in tanks or pipe lines the one-eighth part of all oil produced and saved from the leased premises. And should gas be found in paying quantities, second party agrees to pay as provided for in Department leases, yearly in advance for the product from each gas well, while the same is being sold of the premises, and first party shall have free use of gas for domestic purposes by making his own connections for such gas at the well at his own risk and expense. *Second party agrees to locate all wells so as to interfere as little as possible with the cultivation of the premises and to pay for all damaged growing crops caused by said operations.* ~~Provided however~~ that if a well is not drilled on said premises within one year from the date hereof, then this lease and agreement shall be null and void, unless the party of the second part, within each and every year after the expiration of the time above mentioned for the drilling of a well, shall pay a rental of One Dollar per acre in advance until a well is drilled ~~xxxxxx~~ thereon, or until this lease is cancelled as hereinafter provided . And it is agreed that a completion of a well shall be and operate as a full liquidation of all rental under this provision during the remainder of this lease . All rentals and other payments may be made direct to party of the first part or ~~may~~ <sup>may</sup> be deposited to his credit at First National Bank of Tahlequah Okla and a failure on the part of the second party <sup>e</sup> to comply with the terms of this covenant, by either commencing a well within the time aforesaid or ~~a~~ paying said rental shall render this lease and agreement null and void, and not to remain or be continued in force or be revived without the consent of both parties in writing, and all rights , claims and demands of any kind or nature, of any and all parties hereunder shall thereupon cease, determine and be extinguished with like effect as if this agreement had never been made

It is understood that all the terms and conditions between the parties shall hereto extend and apply to their respective heirs, executors administrators and assigns .