

granted, demised and let unto the said party of the second part his heirs, executors, administrators, successors and assigns, for the sole and only purpose of drilling and operating for Petroleum, Oil and Gas for the term of 20 years, or as long thereafter as Oil or Gas is found in paying quantities, all that certain tract of land situated in Tulsa County State of Oklahoma, and particularly described as follows, to-wit The E2 of N.W. 4 and N 2 of S. W. 4 of Section 13 Township 18 north range 12 East containing 160 acres, more or less; excepting and reserving therefrom 75 ft. around the buildings on said premises, upon which there shall be no wells drilled; the boundaries of which shall be designated and fixed by the said party of the first part.

The said second party hereby agrees, in consideration of the said lease of the above described premises, to give said first party 1/10 royalty shares of all the oil or mineral produced and saved from said premises, except that used for operating purposes on the premises delivered in tanks or pipe lines to the credit of first party. It is further agreed that if gas alone is obtained in paying quantities, and utilized off the premises, the consideration in full to the party of the first part shall be the free use thereof for her own domestic use on the premises, and the sum of one hundred dollars per annum for each and every gas well drilled on the premises herein described and while gas is piped from the same off the premises payable in ninety days after the pipe line is laid. The said second party agrees not to unnecessarily disturb growing crops thereon, or the fences.

The said second party is hereby granted the right to enter upon the above described premises at any time for the purpose of mining or excavating, and the right of way to and from the place of mining or excavating, and the right to lay pipe lines for the purpose of conveying or conducting water, steam, gas or oil over and across said premises, and also the right to remove at any time any and all machinery, oil well supplies or appurtenances of any kind belonging to the said second party.

Party of the second part has a right at any time to discharge any incumbrances on above described premises and have a lien thereon for amount so paid.

Party of the 2nd part reserves the right at any time to mine and prospect for coal and royalties to be paid party 1st part is .08 ¢ per. Ton of 2000 pounds.

The said party of the second part agrees to commence one well one year from the date hereof (unavoidable accidents and delays expected), and in case of failure to commence one well within such time the party of the second part hereby agrees to pay thereafter to the party of the first part for any further delay the sum \$ 24.00 Dollars per annum as a rental on the same thereafter until a well is commenced or the premises abandoned, payable at Oklahoma Trust Co., Muskogee and the party of the first part hereby agrees to accept such sum as full consideration and payment for such yearly delay until one well shall be commenced, and a failure to commence one well or to make any of such payments within such time and such place as above mentioned, renders this lease null and void, and neither party hereto shall be held to any accrued liability, otherwise to be and remain in full force and virtue. It is understood by and between the parties hereto that the terms of this lease shall extend to and be binding upon their heirs, executors, <sup>administrators</sup> successors and assigns.

IN WITNESS WHEREOF, We the said parties of the first part and second part, have hereunto set our hands the day and year first above written.

Tronie Parks

Witness

Wm. Franklin

Party 1st Part

Gladys Fearnside  
Muskogee, Okla.

Robt. Jordan

Party 2nd part.