

may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay the lessor one-eighth of gross proceeds of sale of gas from each well where gas only is found, while the same is being used off the premises and if used in the manufacture of gasoline or any other product, a royalty of one-eighth ($1/8$), payable monthly at the prevailing market rate; and the lessor to have gas free of cost from any such well for all inside 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 at his own risk.

3rd. To pay lessor for gas produced from any oil well and used off the premises one-eighth of gross proceeds of sale thereof for the time during which such gas shall be used, said payments to be made monthly, and if used in the manufacture of gasoline or any other product, a royalty of one-eighth ($1/8$), payable monthly at the prevailing rate.

If no well be commenced on said land on or before the 26th day of May, 1923, this 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 in the Central State Bank of Muskogee, Muskogee, Oklahoma or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Thirty DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 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 rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee.

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

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

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

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.