

wit:

Lot two (2) and the Northeast Ten (10) Acres of Lot Three (3)
(Also described as the Southwest Quarter of the Northwest Quarter
(SW $\frac{1}{4}$ of NW $\frac{1}{4}$) and the Northeast Quarter of the Northwest Quarter of the
Southwest Quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$)

of Section 7 , Township 22 N. , Range 14 E. , and containing fifty (50) acres, more or less.

It is agreed that this lease shall remain in force for a term of five (5) years
from this 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 said leased premises.

2nd. To pay the lessor one-eighth of all proceeds from the sale of gas produced
and marketed from each well where gas only is found, while the same is being used on or
off the premises and if used in the manufacture of gasoline or any other products a royalty
of one-eighth (1/8) , payable monthly at the prevailing market rate, and lessor to have
gas free of cost from any such well for all stoves and allinside lights in the principal
dwelling house on said land during the same time by making his own connections w ith the
wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used on or off the
premises, or 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.

If no well be commenced on said land on or before the 14th day of September,
1922, this lease shall terminate as to both parties,

Said well to be completed to the depth at which the formation known as the
Burgess Sand is found, unless oil or gas is found in paying quantities at a shallower
depth.

Should the first well drilled on the above described land be a dry hole, then
in that event, if a second well is not commenced on said land within twelve months from
the expiration of the last rental period 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 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 operations thereon, except water from wells of lessor .

When requested by lessor, lessee shall bury his 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 his operations to growing crops on said
land.

Lessee shall have the right at any time to remove all machinery and fixtures

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