

and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and of building tanks, powers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

The E  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Section 8, Township 18,  
Range 13, and containing 80 acres, more or less.

It is agreed that this lease shall remain in force for a term of 60 days from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, unless the same is sooner surrendered by lessee, and that the consideration above stated is paid and accepted as a good and sufficient consideration for each and every right or privilege granted to lessee herein including the right to pay rentals in lieu of drilling wells and the right to surrender this lease as hereinafter provided. If no well be commenced on said land on or before the----day of-----, 191----, the lessee on or before said date shall pay or tender to the lessor or deposit to the lessor's credit in the -----Bank, at-----, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of -----DOLLARS, which shall operate as rental for one year thereafter, and shall continue to pay a like sum each year in advance until a well is commenced on said premises. When a well is completed on said land, the said lessee covenants and agrees: FIRST. To deliver to the credit of the lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth ( $\frac{1}{8}$ ) part of all oil produced and saved from the leases premises, as royalty, or, at lessee's election, to pay the lessor for such royalty the market price prevailing the day the oil is run into the pipe line or run into storage tanks, in which last event, settlement and payment shall be made by the lessee on the 15th day of each month for the royalty so purchased by the lessee during the preceding month. SECOND. To pay the lessor one eighth of the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all 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 and at his risk and expense. THIRD, To pay lessor for gas produced from any oil well and used off the premises at the rate of one eighth of the gas. Lessor hereby agrees that the deposit by lessee of a valid bank check or draft in any United States Post-office duly registered and addressed to the lessor, heirs, assigns or legal representatives, or the Bank above named, shall be and constitute a good and sufficient tender of any sum which may become due under this lease. 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 its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the owners. 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. If the estate of either party hereto is assigned, and the privilege of assigning in whole