

in township Twenty-one (21) north, range Thirteen (13) east, of Section---Township  
 -----Range-----and containing Ninety acres, more or less, It is agreed that this  
 lease shall remain in force for a term of Five years from this date, and as long  
 thereafter as oil or gas or either of them is produced from said land by 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 the leased premises,  
 2nd. To pay lessor the market price of one-eighth of gas at the casing head, for the  
 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 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---own connections  
 with the well at-----own risk and expense, 3rd To pay lessor for gas produced from any  
 oil well and used off the premises or in the manufacture of gasoline or any other  
 product at the rate of the market price of one-eighth at the casing head for the time  
 during which such gas shall be used, payable quarterly or 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 July, 1923, this lease shall terminate as to both parties,  
 unless the lessee shall on or before that date pay or tender to the lessor or to the  
 lessor's credit in the First National Bank at Claremore, Oklahoma or its successors,  
 which shall continue as the depository regardless of changes in the ownership of said  
 land, the sum of Ninety Dollars, which shall operate as a rental and cover the  
 privilege of deferring the commencement of a well for Twelve 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 privilege 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 en-  
 tire and undivided fee simple estate therein, then the royalties and rentals herein  
 provided for shall be paid the said lessor only in the proportion which his interest  
 bears to the whole undivided fee. Lessee shall have the right to use, free of cost,  
 gas, oil and water produced on said land for his operations thereon except water from  
 the wells of lessor. When requested by lessor, lessee shall bury---pipe lines below  
 plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on  
 said premises without written consent of lessor. Lessee shall pay for damages caused  
 by -----operations to growing crops on said land. Lessee shall have the right at any