

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 east half of the southeast quarter of section two (2) and the west half of the southwest quarter of section 1, township 18, range 13, and containing 160 acres, more or less. It is agreed that this lease shall remain in force for a term of 5 years from 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 they may connect their wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd, to pay lessor one-eighth of proceeds from sale of 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 his own connections with the well at his 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--- for the time during which such gas shall be used, payable-- or 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 22nd day of June, 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---Bank--- at----- or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One hundred sixty and no/100 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 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 heretofore provided, and it is agreed 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 for shall be paid the said lessor only in proportion which his interest bears to the whole and undivided fee.

Lessor shall have the right to use, free of cost, gas, oil and water produced