

in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised leased and let and by these presents does, grant, demise, lease 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, 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: SE¹ of NE¹ of Section 29, Township 20, Range 13 and containing 40 acres, more or less.

It is agreed that this lease shall remain in force for a term of 3 years 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 21st day of July 1920, the lessee on or before said date shall pay or tender to the lessor, or deposit to the lessor's credit in the Central Nat. Bank Bank, at Tulsa, Oklahoma, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Fifteen (\$15.00) Dollars, which shall operate as rental for 3 months thereafter, and shall continue to pay a like sum each 3 mos. in advance until a well is commenced on said premises.

When a well is completed on said land, the said lessee covenants and agrees:

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 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 own risk and expense.

Lessor hereby agrees that the deposit by lessee of a valid bank check or draft in any United States Postoffice 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 or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until the lessee is duly notified of any such change, either by notice in writing duly signed by the parties to