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ments 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 laying pipe lines, and 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:

South East  $\frac{1}{4}$  of the South East Quarter ( $SE\frac{1}{4}$  of  $SE\frac{1}{4}$ )  
of Section 15, Township 17, Range 14 and containing 40 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 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 the leased premises.

2nd. To pay lessor for gas from each gas well where gas only is found, the equal one-eighth ( $1/8$ ) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made to have credit in the 1st National Bank,

Bixby, Okla., 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 at his own risk and expense.

3rd, To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth ( $1/8$ ) of the gross proceeds at the <sup>prevailing</sup> market rate for the gas so used, for the time during which such gas shall be used, said payments to be made 1st National Bank, Bixby, Okla.,

If no well be commenced on said land on or before the 6th, day of March, 1924, this lease shall terminate as to both parties unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the 1st, National Bank, at Bixby, Okla., or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Forty 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 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 privileges granted to the date when said first rentals 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 by 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 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 all the interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided