

between J. E. Crosbie, hereafter called the lessor and R. G. Berry hereafter called the lessee.

Witnesseth, that the said lessor, for and in consideration of one dollar, cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of the lessee to be paid kept and performed, has granted, demised, leased and let, and by those 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, save and take care of said products, all that certain tract of land situate in the county of Tulsa, State Oklahoma described as follows, to-wit:

North west quarter (NW $\frac{1}{4}$ ) of southwest quarter (SW $\frac{1}{4}$ ) of southeast quarter (SE $\frac{1}{4}$ ) and south half ( $\frac{1}{2}$ ) of southwest quarter (SW $\frac{1}{4}$ ) of southeast quarter (SE $\frac{1}{4}$ ) and north west quarter (NW $\frac{1}{4}$ ) of southeast quarter (SE $\frac{1}{4}$ ) less 3.31 acres occupied as right of way of Midland Valley Railway and northeast (NE $\frac{1}{4}$ ) of southwest quarter (SW $\frac{1}{4}$ ) of southeast quarter (SE $\frac{1}{4}$ ) less 87/100 acres occupied as right of way of Midland Valley railway in section 12, township 20 north, range 12 east, containing 75.82 acres.

It is agreed that this lease shall remain in force as long as oil and gas is produced from said land. In consideration of the premises, said lessee covenants and agrees:

1st; 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 part of all oil produced and saved from the leased premises.

2nd. To pay the lessor one eighth of the gross proceeds each year, payable quarterly 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, a royalty of one eighth 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 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, a royalty of one eighth of the proceeds, payable monthly, at the prevailing market rates.

4th. If no well is commenced on said land on or before the 6th day of April, 1924, this lease shall terminate as to both parties.

5th. Should the first well drilled on the above described land be a dry hole, then in that event, if a second well is not commenced on said land within thirty days therefrom, this lease shall terminate as to both parties. In the event first or second well produced oil in paying quantities all the provisions of this lease shall remain in full force and effect.

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 to the said lessor only in 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 his operations thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury his 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 his operations to growing crops on said land.