twp. 19%, rgs. 15%, insofar as it covers lots 1,2,4,5,6,7,8,9,10 of Block 5 and lot 1 inbleck 8 of the resubdivision of blk. 5 of Lawnword addition to the City of Tulsa, according to the recorded plat thereof in the NWS

of section 8, township 19 N, range 12E, and containing - - - acres, more or less.

It is agreed that this lesse shall remain in force for a term of 1 years from this 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 lesse covenar and agrees;

The state of the s

lst; To deliver to the credit of lessor, free of cost, inthe pipe line? which he may connect his wells, the equal to one-fourth part of all oil produced and caved from the leased premises.

End; To pay the lessor one fourth of the net proceeds fir 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 and during the same time by making his own connections with the wells at his own risk and expense.

3rd, To pay for gas produced from vil well and used off the premises or for the manufacture of easinghead gas one fourth of the net proceeds for the time dring which such payments to be made gas shall be used, said/quarerly,

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 rental is payable as aforesaid, but also the lesseo('s option of extending that/period aforesaid, and any and allother rights conferred.

Should the first well drilled on the above described land be a dry hole, then and the that event, if a second well is not commenced on said land within twelve menths from the expiration of the last rental period which wental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve menths 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 contine inforce just as though there had been no interrruption in the rental payments.

If said lessor owns a less interest in the above described lad then 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 interests bears to the whole and undivided fee.

Lessee shall have use to use, free of cost, gas, oil and wter produced on said land for its operations thereon, except water from walls of lessor.

When requested by lessor, lessee shall bury its pipe lines below plow depth.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at anytine to remove all machniery 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 revalties shall be binding on the lessee Until after the lessee has been furnished with a written transfer or assignment or a true copt thereof; and it is hereby agreed that in this event this lease shall he assigned

448

()

()