

The southeast quarter of the northwest quarter, and the northeast quarter of the southwest quarter, <sup>Range 13 E.</sup> of section 4, township 18 N, and containing 80 acres, more or less.

It is agreed that this lease shall remain in force for a term of three months - 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-fourth ( $\frac{1}{4}$ ) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas from each well where gas only is found, the equal one fourth ( $\frac{1}{4}$ ) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made - - - and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principle 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 <sup>oil</sup> well and used off the premises or for the manufacture of casing head gas, one eighth ( $\frac{1}{8}$ ) of the gross proceeds at the prevailing market rate for the gas so used, for the time during which such gas shall be used, said payments to be made.

If no well be completed on said land on or before the 5th day of July, 1924, this lease shall terminate as to both parties. Parties of the second part agree to drill at least three wells on the above described <sup>ed</sup> land, one of which wells shall be drilled deep enough to test what is known as the third break in the lime stone below the Wilcox sand, being the strata known as the Turkey Mountain, or the strata in which oil is found in Turkey Mountain wells approximately 2700 feet deep, which deep test shall be drilled within six months from this date, after first production. Unless one well is completed to the sand in which producing wells are found on adjoining land not later than the 5th day of July, 1924, then this lease shall terminate as to all parties, provided that if said first well should prove to be a dry hole, or by reason of accident or misfortune should be lost or should become impracticable to operate same, then second parties shall have a right to another well, to the same and within ninety (90) days from from the 5th day of July, 1924.

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 the heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment if rentals or royalties, shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof, and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands, and the assignee or assignees of such part or part shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by