

COMPARED

The North one half ($N\frac{1}{2}$) of Northeast Quarter ($NE\frac{1}{4}$) of Northwest Quarter ($NW\frac{1}{4}$) and Southwest Quarter ($SW\frac{1}{4}$) of Northeast Quarter ($NE\frac{1}{4}$) of Northwest Quarter ($NW\frac{1}{4}$) of Section 10 Township 22, North, Range 14 East.

TO HAVE AND TO HOLD, The same for the term of five years from the date hereof and as much longer as oil, gas or minerals are being found or produced thereon, with the full and exclusive right, power and authority to the party of the second part, to enter upon the above described land and drill or bore for oil, gas or minerals take onto or remove from said land all machinery, appliances and equipment necessary for the prosecution of said work; to erect all necessary buildings on said lands, and shall have full right and privilege to use water free of charge from said premises for drilling or operating thereon, avoiding, however, ~~however~~, as far as practicable, damage to growing crops or other personal property, but in case of such damage to pay for same as may be mutually agreed upon or determined by appraisers.

In consideration of the premises the party of the second part agrees to pay as royalty to said party of the first part the one-eighth part of all oil produced and saved from said premises to be delivered to the party of the first part in tanks or pipe lines; and for each gas well said second party shall pay said first party the sum of per year, payable semi-annually in advance, from the time when first used; and for all minerals produced on said premises, said second party shall pay to first party $12\frac{1}{2}$ per centum of all such minerals mined or produced, and all royalties on the said minerals shall be paid to first party as fast as said minerals are produced and marketed.

All payments as above provided may be made by sending checks by mail to first party personally to Post Office Address at _____ P.O. Box 852, Tulsa or by depositing the amount thereof to his credit in the Exchange National Bank at Tulsa Okla.,

First party to have gas free of charge for all domestic use on the above described land, to be taken at said well or wells so discovered and utilized. Second party to have so much gas free of royalty as may be necessary for operating and drilling on said land.

It is further mutually agreed by and between the parties hereto that said party of the second part shall begin work under this grant, conveyance and lease on or before the 7th day of May 1928, by drilling for oil, gas or minerals thereon.

IT IS FURTHER MUTUALLY AGREED, That if said party of the second part fails to begin work within the time specified he shall pay to said party of the first part the sum of One Dollar per acre per year, the same to be paid semi-annually in advance in the manner above provided, it being specifically agreed and understood, however, that when oil, gas or minerals are found, royalties shall be paid as herein agreed and all cash rentals shall cease, and this lease shall be and remain in full force and effect so long thereafter as oil, gas or other minerals shall be produced therefrom in paying quantities, with no further payment therefor than the royalties herein provided for.

The failure of said second party to begin work or make said payments as above set forth, shall terminate this lease and the same shall become null and void, and thereafter either of said parties shall have the right to cancel this grant and conveyance by giving the other party 30 days notice in writing election so to do and by paying or tendering the sum of One Dollar and releasing this grant or conveyance of record.

In consideration of the premises, the party of the first part hereby ~~grants~~ and grants to the party of the second part, the exclusive right and privilege to lay, maintain and use pipe lines for gas, water and oil upon, over and across said lands, said pipe lines to be laid below plow depth on the farming lands, unless otherwise mutually