

for oil and gas, and of 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: The northhalf of the northwestquarter ($N\frac{1}{2}$ of $NW\frac{1}{4}$ of southwest quarter ($SW\frac{1}{4}$) and lot 2, and the north half ($N\frac{1}{2}$) of the north half ($N\frac{1}{2}$) of the south half ($S\frac{1}{2}$) of the northwest quarter ($NW\frac{1}{4}$) of the southwest quarter ($SW\frac{1}{4}$) and the northeast quarter ($NE\frac{1}{4}$) of the northwest quarter ($NW\frac{1}{4}$) less Midland Valley R.R. right ofway, of section 12, township 18, range 12, and containing 77 acres, more or less.

It is agreed that this lease shall remain in force for a term of five 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 it may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay the lessor two hundred (\$200.00) dollars each year in advance, for 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 land during the same time by making their own connections with the well at their own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises at the rate of fifty (\$50.00) dollars per year, for the time during which such gas shall be used, said payments to be made each three months in advance.

If no well be completed on said and on or before the 1st day of October, 1916, 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 Exchange National Bank at Tulsa, Oklahoma, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of seventy seven (\$77.00) dollars, which shall operate as a rental and cover the privilege of deferring the completion of a well for twelve months from date date. In like manner and upon like payments or tenders, the completion 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 therein, the down payment, covers not only the privileges granted to the date when said first rental 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 be a dry hole, then and in that event, if a second well is not completed on said land within twelve months from the expiration of the last rental period for 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 a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which their interest bears to the whole and undivided fee.