

Witnesseth, that the said lessor, for and in consideration of one dollars, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these 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 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 south half of section seven (7) less north one half of northwest quarter of southeast quarter, and north east quarter of northeast quarter of the southwest quarter of section seven (7) all in

of section 7, township 22, range 13-E and containing (290) acres, more or less,

It is agreed that this lease shall remain in force for a term of six (6) months from this date and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee. Subject to conditions of paragraph four.

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 lines 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 market value 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 or any other product, a royalty of one-eighth (1/8) payable quarterly at the prevailing market rate; and lessor to have gas free of cost from any such well for all inside stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk.

3rd. To pay lessor for gas produced from any oil well and used off the premises one eighth market value for the time during which such gas shall be used, said payment to be made quarterly, and if used in the manufacture of gasoline or any other product, a royalty of one-eighth (1/8) payable quarterly, at the prevailing rate.

If no well be commenced on said land on or before the 2nd day of August, 1923, this lease shall terminate as to both parties, and lessee agrees to prosecute the drilling of any such well in a diligent manner.

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 60 days from completion of first well, this lease is to be null and void.

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 shall be paid the lessor only in the 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 its operation thereon, except water from wells of lessor.

When requested by the 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 the written consent of the lessor.

Lessee shall pay for damages caused by his operations to growing crops on

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