

township twenty two (22) north, range fourteen (14) east.  
of section 18, township 22, range 14 and containing 30 acres, more or less.

It is agreed that this lease shall remain in force for a term of five 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 lessee covenants and agrees:

1st. To deliver to the credit of the lessor, free of cost in the pipe line 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 the one eighth part (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 light in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3d. To pay lessor for gas produced and used off the premises at the rate of the one eighth part, for the time during which gas shall be used, said payment to be made three months in advance.

If no well be commenced on said land or adjoining land not over  $\frac{1}{2}$  mile away from said above tract, this lease shall terminate as to both parties. The word commence shall be actual drilling operations with well spudded in and completed with due diligence. - - - or its successors, which shall continue as the - - - - dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for - - - months from said date. In like manner and upon like payment or tenders the commencement of a well may be deferred for like period of the same number of months successively. 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 lessee's option of extending that period aforesaid, and any and all <sup>other</sup> 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 commenced on said land within twelve months from the expiration of the last rental period 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 rental 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 - - - .

If said lessor owns a less interest in the above described land than the entire and a divided 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 the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of lessor.

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

No well shall be drilled nearer than 200 feet to the house of barn now on said premises, without the written consent of the lessor.

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

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.