

L. J. Crossley, hereinafter called lessee:

Witnesseth: That the said lessor, for and in consideration of One and No/100 Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on 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 of laying of pipe lines and of 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:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 12, Block Five (5) Smith's Sub-division to Tulsa, Oklahoma.

of Section Five (5), Township Nineteen (19), Range Twelve (12) East.

It is agreed that this lease shall remain in force as long as oil and gas or either of them is produced from said land by lessee.

In consideration of the premises the said lessee covenants and agrees:

(1) To deliver to the credit of lessor, free of cost, in the pipe lines to which they may connect their wells, the equal one-eighth part of all oil produced and saved from the leased premises.

(2) to pay lessor the equal one-eighth part 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, payable monthly at the prevailing market rate, and lessor to have gas free of cost from any such well for all stoves and 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.

(3) To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product at the rate of the equal one-eighth part for the time during which such gas shall be used, or a royalty of one-eighth payable monthly at the prevailing market rate.

If no well be commenced on said land on or before the - - day of March 1924, this lease shall terminate as to both parties.

If the 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 for shall be paid the said lessor only in the proportion which his or her 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 their operations thereon, except water from wells of lessor.

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

No well shall be drilled nearer than --- feet to the house or barn now on said land without written consent of the lessor.

Lessee shall pay for damages caused by their operations to growing crops on said land and in the event of a dry hole to remove all debris and clean up slush pit.

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 their heirs, executors administrators, successors or assigns, but no change in the ownership of the land or assignments of 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 that in the event this lease shall be assigned as to a part or as to parts of the