

4. retained 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:

All of lots 12, 13, 14, 15, 16, 17, 20, and 21 in Block Two (2) and all of Lots 4, 5, 6, 7, 8, 10, 16, 18, 23, 24, 25, 27, 28, in Block Three (3) Lawnwood Addition to the City of Tulsa, County of Tulsa, Oklahoma, according to the recorded plat thereof since April 21st, 1922, at 7:59 A. M., all located in section Eight (8), Township Nineteen North (19N), Range Twelve East (12E).

It is agreed that lease shall remain in force for a term of One 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:

To deliver to the credit of lessor, free of cost in the pipe line to which he may connect his wells, the equal to one-eighth (1-8) part of all oil produced and saved from the leased premises.

To pay lessor for gas produced from any oil well a and used off the premises or for the manufacture of casing-head gas, one eighth (1-8) of proceeds from sale of same, for the time during which such gas shall be used, said payments to be made annually.

If no well be commenced on said land on or before one month, after date of approval of all titles, this lease shall terminate as to both parties.

Shall 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 completion of said dry hole, this lease shall terminate as to both parties..

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid the lessor only in the proportion which his interests bear 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 fifty (50) feet to the house or 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 to 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 part is expressly allowed--- the covenants hereof shall extend to their heirs, executors, successors or assigns, but no change in the ownership of the land or assignment of 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 this event this lease shall be assigned as to a part or as to parts shall fail or made default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right to at any time redeem for lessor, by payment,