

casinghead gasoline laying pipe lines, building tanks, storing oil, building powers, stations telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land in Tulsa County, Oklahoma, to-wit: The South East Quarter of the South West Quarter of --in Section Thirty, Township 17 N. Range 13-E and containing 40 acres, more or less.

2. This lease shall remain in force for a term of ten (10) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of them is or can be produced.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises.

4. The lessee shall pay lessor, as royalty one-sixteenth of the proceeds received monthly each year ~~for~~ gas from each well where gas only is found while the ~~land~~ is being sold or used off the premises, and shall pay to the lessor the sum of Fifty Dollars (\$50.00) each year as royalty on each gas well where gas only is found and same is not used or sold, and while said royalty is so paid said well shall be held to be a producing well under paragraph number two hereof. The lessor to have gas free of charge from any gas well on the leased premises for all stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense at all times.

5. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline, as royalty, one-sixteenth of the market value of such gas. If said gas is sold by the lessee, then as royalty one sixteenth of the proceeds of the sale thereof.

6. If operations for the drilling of a well for oil or gas are not commenced on said land on or before ^{three months} from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in the First National Bank at Tulsa, Okla or its successors, which bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease, regardless of changes of ownership in said land or in the oil and gas, or in the rentals to accrue thereunder, the sum of \$50.00 Fifty and No/100 Dollars \$50.00 which shall operate as rental and cover the privilege of deferring the commencement of drilling operations for a period of one year. In like manner and upon like payments or tenders, the commencement of drilling operations may be further deferred for like periods successively.. All payments or tenders may be made by check or draft of lessee or any assigned thereof, mailed or delivered on or before the rental paying date.

7. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

8. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount herein above provided; and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

9. In case 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 for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee.

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