

COMPARED

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OIL AND GAS LEASE

STATE OF OKLAHOMA,)
COUNTY OF TULSA.) KNOW ALL MEN BY THESE PRESENTS:

That Andrew J. Berry hill, father and guardin of Alta May Berryhill of Bixby Tulsa County, Oklahoma, grantor, for and in consideration of One Dollars, cash in hand paid, receipt of which is hereby acknowledged, and of the royalties to be paid and covenants to be kept hereunder do hereby grant, bargain, sell and convey unto J. H. Cain and C.L. Driggs, of Keifer, Creek County, Oklahoma, grantee, all of the oil and gas, coal and other minerals in and under the hereinafter described land, together with the exclusive right of ingress and egress at all times for the purpose of prospecting for, drilling, mining and otherwise operating therefor, and to erect, maintain and remove all structures and appliances in connection therewith, including the right to pull the piping from the wells, and to lay, maintain and remove all pipe and other means of transportation, reserving, however the royalties and payments herewith stipulated, said land is situated in Tulsa County, Oklahoma, and more particularly described as follows:

The East $\frac{1}{4}$ of the Southeast Quarter of Section 320 E. $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 29, all in Township 17 North, Range 13 East, containing 160 acres.

TO HAVE AND TO HOLD unto said grantee and the successors and assigns of the said grantee forever upon the following terms:

1. The royalty above mentioned shall be, (a) on oil a quantity equal to $\frac{1}{8}$ of all produced and saved upon the premises, the same to be delivered at the wells or to the credit of the grantor in the pipe line to which such well may be connected; (b) on coal four cents per ton for every ton mined and marketed, payable monthly; (c) for natural gas one hundred dollars per annum for each well from which gas is used off the premises, the grantor to have the privilege to make connections and use gas free of charge for one dwelling on the premises; and (d) for any other minerals discovered one tenth of the net proceeds arising therefrom while the same are being used off the premises. But it is understood and agreed that the grantee shall have the free use of oil, gas and water from said land for development purposes.

2. In case operations for the drilling of an oil or gas well be not begun within one $\frac{1}{2}$ year from final execution and delivery hereof, this conveyance shall be forfeited as to both parties, unless the grantee or the successors or assigns of the grantee shall pay the grantor on or before the anniversary of this lease, according to the date written below fifty cents per acre, for the period operations are delayed, but such vitality can not be maintained by such payments for a greater delay than three years without the written consent of the grantor. Payments as above provided for shall be deemed complete when made or tendered by a deposit of the amount to the credit of the grantor in the Keifer State Bank, at Keifer, Oklahoma.

3. If this instrument is one of several from different parties to the same grantee, covering lands in the same general locality, it is further understood and agreed that, if the grantee or the successors or assigns of the grantee hereunder shall begin a well within two miles of the land described above, within $1\frac{1}{2}$ year from the date hereof, and having begun such shall prosecute the same (or an additional one in lieu of the first in the event of an accident to the first) to completion with due diligence, then no drilling need be commenced on the above described land for a period of six months from the completion of such neighboring well.

4. In case the grantee or the successors or assigns of the grantee shall sink a well or shaft and discover either oil or gas or other mineral, within the limit of time herein provided for, this instrument shall be in full force and effect for twenty years from such discovery and as much longer as minerals are produced in paying quantities.