

forever, upon the following terms:

1. The royalty above mentioned shall be (a) on oil a quantity equal to $1/8$ 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 ~~on 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 $1 \frac{1}{2}$ 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 shall not 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 Kiefer, 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 and 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 thereof 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, 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.

5. No well shall be begun nearer than 250 feet to the house or barn now on said premises unless by consent of both parties.

6. This instrument is not intended as a mere franchise, but as a conveyance, to the extent stated, and is so understood by the parties.

7. The estate hereby granted and privileges hereby conferred may be assigned by the grantee or successively assigned, and all covenants hereof shall extend to the assigns and successive assigns of the grantee and their heirs and legal representatives.

WITNESS the signature of the grantor, this 15, day of February, 1909.

William F. Applegeet, Father and Guardian of
Orville B. Applegeet

ACKNOWLEDGEMENT.

UNITED STATES OF AMERICA, OKLAHOMA,)
TULSA COUNTY.) SS.

BE IT REMEMBERED, That on this 15th, day of Feby. 1909, came before me, a Notary Public, within and for the above named district and Territory, duly commissioned and acting as such, William F. Applegeet, to me personally well known to be the party whose name appears upon and signed to the foregoing lease as the party grantor, and stated to me that he as guardian of Orville B. Applegeet, had signed and executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.