

from final execution handed 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 cannot 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 1½ 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, gas or other mineral, within the limit of time herein provided for, this instrument shall be in 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.

Andrew J. Berryhill, father & Guardian of Mildred E. Berryhill.

ACKNOWLEDGEMENT.

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

BE IT REMEMBERED, That on this 15 day of February, 1909, came before me, a Notary Public within and for the above named district and Territory, duly commissioned and acting as such, Andrew J. Berryhill, 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 Mildred E. Berryhill, had signed and executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Tulsa Oklahoma, this 15, day of February, 1909.

D. M. Matrindale, Notary Public.

(SEAL) My commission expires as such Notary Public 5/23/ 1912.

Filed for record at Tulsa, Okla., Feb. 25, 1909. at 10 o'clock A. M.

H. C. Walkley, Register of Deeds (SEAL)

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