

erect maintain and occupy, repair and remove all buildings, telephone poles and wires, structures, pipe lines, machinery and appliances that the second parties deem necessary, convenient or expedient to the production of oil, gas and water thereon, and the transportation of oil, gas and water, upon and over said premises and the highways along the same, except that first party shall have the full $\frac{1}{8}$ part of all oil produced and saved on the premises, and first parties agree to accept said share of said oil as full compensation for all the products of each well in which oil is found. Said real estate and premises are located in Tulsa County, State of Oklahoma and described as follows, to-wit:

The S. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ of Sec. 28, Tp. 20 N., Range 13 East, containing 80 acres, more or less.

TO HAVE AND TO HOLD said premises for said purposes for a term of years commencing with the date hereof and expiring with the minority of said Thomas Smith on the 16th, day of November 1915.

It is agreed that, while the product of each well in which gas only is found, shall be marketed from said premises, the second parties will pay to the first party therefor at the rate of \$150.00 per annum, and give the first party free gas at the well for one dwelling house during the same time on the premises. First party to make his own connections at the well at his own risk and expense.

Whenever the first party shall request it, the second parties shall bury all oil and gas lines which are laid over tillable ground. Said parties also agree to pay all damages done to crops, land and orchard by reason of laying and removing of pipe lines. No well to be nearer than 150 feet of residence now on the premises.

Second parties agree to commence a well on said premises within 90 days from the date of the cancellation of three leases for oil & gas mining purposes, heretofore on the 27th, day of April, 1905 made by said Soney Smith, Guardian, to the Penn Oil Company, lessee, on certain lands of Thomas Smith, Neely Smith and Gladys Smith, minors, respectively, said leases together covering the following described property, to-wit:

The SW. $\frac{1}{4}$ and the S. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ of Sec. 28, T. 20 N., R. 13 E. in Tulsa County, Oklahoma

Application for the cancellation of which leases being now pending before the Department of the Interior.

If a well be not commenced within 90 days as aforesaid, then second parties shall pay to first parties the sum of \$20.00 for each three months thereafter the commencement of said well is delayed. All moneys falling due under this lease may be paid direct to first party or to the credit of the first party at the Bank of Commerce, Tulsa, Oklahoma.

Second parties agree to commence one well on some part of the SW. $\frac{1}{4}$ of the S. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ of Sec. 28, T. 20 N., R. 13 E., in Tulsa County, Oklahoma, within 90 days from the date of the cancellation of certain oil and gas leases heretofore given on said land as fully set out above and to prosecute work thereon diligently until said well is completed and if said well produces 100 barrels of oil per day, to drill 3 additional wells on said premises last described within one year, provided that each well as completed produces 100 barrels of oil per day, except that if said first well produces 50 barrels of oil per day, then second parties agree to commence a second well on some part of said premises last above described within six months from the time said first well is completed.

It is further agreed that no well shall be drilled on the tract hereinafter described, to-wit: The SE. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ and the SW. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of Sec. 28, T. 20 N., Range 13 East, Tulsa County, Oklahoma, except with the consent of the first party in writing.

It is mutually agreed by and between the first and second parties hereto that in further con-