

necessary to the prosecution of the said work; to erect any necessary buildings, tanks, or tracts for the legitimate use of said work or the products thereof, and to remove or convey said products off said lands by any reasonable ^{methods} ~~means~~, and the right from time to time to repair or replace the same, avoiding as far as may be practicable, damage to growing crops or fences, but in case of such damage to pay for same as may be determined by appraisers.

In consideration of the premises, the party of the second part agrees to pay as royalty to the party of the first part upon each well of gas from which any product is taken having any commercial value the sum of \$12.50 per month for each month while so taken. Royalties to be paid in cash on the first of each month for the preceeding month payable at Vinita, Oklahoma, at First National Bank, upon demand by first party. In case that oil or other products than gas are found the royalty shall be one eighth of such product, delivered at the surfact near the mount of well or shaft.

It is mutually agreed that the party of the second part shall begin operations under this lease within Twelve (12) months from the delivery hereof, or in case of failure so to do, then and in that case the party of the second part shall lay pipes from mains or wells within fifty feet of residence occupied by first party on above described land and furnish gas for stoves and her lights and no other or additional expenses shall be incurred under this lease by second party, and this lease shall be binding so long as gas shall thus be furnished, provided, that if wells are sunk royalties shall be paid as above provided for otherwise this lease shall be null and void and no longer binding on either party, unless party of the second part shall pay upon demand of the party of the first part the sum of Eighty (\$80.00) Dollars per year until well is drilled or furnish gas as above mentioned.

It is mutually agreed that if gas is discovered on said land that the party of the first part shall have free of charge a sufficient quantity of gas for her stoves and her lights, to be taken as the well so discovered and utilized or the nearest pipe line. In consideration of the premises the party of the first part give and grant to the party of the second part, or its assigns, the exclusive right to lay and maintain and remove pipe lines for gas and oil over and across said land, said pipe lines to be laid at least 12 inches under ground, unless otherwise mutually agreed, and the surface of the ground left as near as practicable in its original condition.

The party of the second part agrees to do no drilling within 200 feet of the buildings (house or barn) unless mutually agreed upon.

Witness our hands and seals the day and year above written.

Jessie M. Elliott, Grantor.

Otto H. Grober, Grantee.

State of Oklahoma)
Craig County) S.S.

Before me E.M. Probasco a Notary Public in and for said County and State on this 29th day of November 1909 personally appeared Jessie M. Elliott to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal as such Notary Public on the day and year last above mentioned.