

the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said party of the second part, to be said, kept and performed, has granted, demise, leased and let and by these presents does grant, demise, lease and let unto the said party of the second part, his heirs, administrators, executors, successors, or assigns, for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines and building tanks, stations and structures thereon to take care of said products, all that certain tract of land, situate in the Town of-----County of Tulsa, State of Oklahoma, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State; bounded substantially as follows:

On the North by lands of The N/2 of SE/4 of Section 34, Township 20, N. Range 13 E.. Reference is had to confirmatory order of County Court, Tulsa, County Oklahoma, of even date herewith made herein & recorded in page 245 Book 73 Records Register of Deeds Office, Tulsa County, Oklahoma, Nov. 29, 1909 Containing Eighty acres more or less, and being same land conveyed to the first party by the Cherokee Nation by deed bearing date-----1---, reserving however, therefrom 200 feet around the buildings on which no wells shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil or gas, or either of them is produced from said land by the party of the second part, his heirs, administrators, executors, successors or assigns.

In consideration of the premises, the said party of the second part covenants and agree; 1st-- To deliver to the credit of the party of the first part her heirs, administrators, executors and assigns free or cost in the pipe line to which party of the second part may connect his wells the equal one eighth part of all oil produced and saved from the leased premises; and 2nd-- To pay Seventy five Dollars each three months in advance for the gas, from each and every well drilled on said premises when marketed or held in reserve.

Second party covenant and agree to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. And further, to complete a well on said premises within three months from the date hereof, or pay at the rate of twenty Dollars, quarterly in advance, for each additional three months such completion is delayed from the time above mentioned, for the completion of such well until a well is completed; and it is agreed that the completion of such well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this lease. Such payments may be made direct to the lessor or deposited to her credit in Bank of Oklahoma, Tulsa Okla.

It is agreed by second party that should no well be completed on these premises within six months from date, the quarterly rental is to be increased to \$75.00 per quarter, and further that a second well is to be drilled by second party within eighteen months from the date of this lease or in lieu thereof to pay first party the sum of Seventy-five dollars quarterly in advance for the time the completion of the second well is delayed from the time herein mentioned until same is completed. It is hereby agreed that the payments to be made in lieu of the completion of the second well are in addition to the payments provided to be made in lieu of or for the first well.