

to 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 of 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:

The South Half of Northwest Quarter Section 34, Township 20 N. Range 13 E. Reference is had to confirmatory order of County Court Tulsa County Okla. of even date herewith made herein & recorded in Page 249 Book 73 Records Register of Deeds office, Tulsa, County Okla. Nov. 29, 09.

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 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 covenant, and agree: 1st--To deliver to the credit of the party of the first part, his heirs, administrators, executors and assigns, free of 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 gas well drilled on said premises when marketed or held in reserve.

Second part-- 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 his credit in Bank of Oklahoma, Tulsa, Okla.

It is hereby agreed if no well is completed within nine months from the date hereof the quarterly rental shall be increased to Seventy five dollars per quarter until same is completed. Further second party agrees to complete a second well on said premises within twenty one months from the date of this lease, or in lieu thereof to pay 1st 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 are in addition to payments provided to be made in lieu of or for the first well. Second party agrees to bury all pipe lines when requested to do so and to keep fencing in good repair and to keep all sand pumpings from wells in an embankment or convey by ditch to nearest draw. Second party agrees to protect this lease by reason of any