

It is further mutually agreed that if oil is found in paying quantities, the parties of the first part shall erect and maintain suitable tanks for their three eighths (3/8) share of all oil produced, the same as the second parties do for their five-eighths (5/8) share. Also that the parties of the first part shall, in no way, be put to any cost or expense by reason of this lease, other than provided herein.

It is further mutually agreed between the parties hereto, that the said parties of the second part shall complete a well under this grant and lease, on or before the first day of October, 1909, by drilling for gas or oil thereon. Parties of the second part agree to exercise due diligence in drilling for oil or gas, and if successful, to drill at least one well each eighteen months up to the capacity of the land.

The failure of second parties to complete said well as above set forth shall terminate this lease, and the same shall become null and void and either of said parties shall have the right to cancel this grant by giving the other thirty days notice, in writing, if either party shall elect so to do by paying or tendering the sum of One Dollar and releasing this grant or covenant of record.

In consideration of the premises, the parties of the first part hereby give and grant to the parties of the second part, the exclusive right and privilege to lay, maintain and use the pipe lines for gas, water or oil upon, over and across said lands for development purposes, said pipe lines to be laid at least twelve (12) inches under the farming lands unless otherwise mutually agreed upon.

WITNESS our hands and seals, the day and year above written.

In presence of:	G. C. Lord)	
S. F. Watts	H. F. Cook)	Parties 2d, part.
Mervin Jay.	William S. Jay)	
	Mary P. Jay)	Parties of First Part.

STATE OF NEBRASKA,)
; SS.
COUNTY OF LANCASTER.)

On this 18th, day of March 1909, before me, the undersigned, a Notary Public, duly commissioned and qualified and residing in the above named County and State, appeared in person William S. Jay and Mary P. Jay, personally known to me to be the persons whose names appear upon the within instrument as parties lessor, and who acknowledged the same to be their voluntary act and deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth, and I hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal as such Notary Public, at Lincoln, on this 18th, day of March 1909.

C. H. Warner,

(SEAL(My commission expires -----19----- Notary Public.

STATE OF MONTGOMERY)
; SS.
COUNTY OF KANSAS.)

On this 16 day of March 1909, before me the undersigned a Notary Public, duly commissioned and qualified and residing in said State and County, appeared in person G. C. Lord, to me personally known to be the person whose name appear upon the within instrument as part lessee, and who acknowledged the same to be his free and voluntary act and deed, and stated that he had executed the same, for the considerations and purposes therein mentioned and set forth, and I hereby so certify.