

NW. $\frac{1}{4}$ of SW. $\frac{1}{4}$ of NW. $\frac{1}{4}$ of Sec. 29, Town 21, Range 14/ containing Seventy (70) acres more or less, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

It is agreed that this grant shall remain in force for the term of ten years from this date or during minority of the ward, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, their successors or assigns. And said party of the first part consents to second parties selling or assigning this grant.

In consideration of the premises the said party of the second part covenants and agrees

1st: To deliver to the credit of the first party, his heirs or assigns, free of cost, in the pipe line to which they connect their wells, the equal one eighth ($\frac{1}{8}$) part of all oil produced and saved from the premises.

2nd: To pay to the first party one Hundred and Fifty Dollars each year, payable quarterly in advance, for the gas from each well where gas only is found, while the same is being used off the premises; and the first party to have gas free of cost to heat and light one dwelling house on said premises during the same time.

3rd: To pay to the first party for gas produced from any oil well and used off the premises at the rate of Twenty Five Dollars per year, for the time during which such gas shall be so used, said payments to be made each three months in advance.

The parties of the second part agree to complete a well on said premises within Twelve (12) months from the date hereof, or pay at the rate of \$1.00 per acre quarterly in advance, for each additional twelve (12) months such completion is delayed from the time above mentioned for the completion of such well until a well is completed. The above rental shall be paid to the first party in person or to the credit of the first party at the First National Bank of Owasso, Oklahoma, and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

The party of the second part shall have the right to use oil, gas and water produced on said land for operation thereon, except water from wells of first party.

When requested by first party the second party shall bury all pipe lines below plough depth.

No well shall be drilled nearer than two hundred feet to the house or barn on said premises.

Second party shall pay for damages caused by drilling, to growing crops on said lands.

The party of the second part shall have the right at any time to remove all property of every kind and nature placed on or in said premises, including the right to draw and remove casing.

The parties of the second part, their successors or assigns, shall have the right at any time on the payment of One Dollar to the party of the first part, his heirs or assigns, to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine and this lease become absolutely null and void.

All covenants and agreements herein set forth between the parties hereto shall extend to their successors, executors, administrators and assigns.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

WITNESSES:

William L. Smith (SEAL)

Guardian of John W. B. Smith.