

OIL AND GAS LEASE.

IN CONSIDERATION OF THE SUM OF ONE DOLLAR, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained Adesta F. Hindman and C. J. Hindman, party of the first part, hereby grants unto O. K. Eysenbach, parties of the second part, their administrators or assigns, all the oil and gas in and under the following described premises:

The East Half of the East Half of the South West Quarter and the South West Quarter of the South East Quarter of the South West Quarter of Section twenty (20), Township Nineteen (19) Range Twelve (12) East, Containing fifty (50) acres, more or less; Together with the right to enter thereon at all times for the purpose of drilling and operating for oil gas and water, and to erect and maintain all buildings, structures, pipes, pipe lines, tanks and machinery necessary for the production and transportation of oil, gas and water: Provided, However, that the party of the first part, or her administrators or assigns, shall have the right to use said premises for farming purposes except such part as is actually occupied by the parties of the second part for the purposes herein set forth.

THE ABOVE GRANT IS MADE UPON THE FOLLOWING TERMS AND CONDITIONS:

- 1st. The party of the 2nd part hereby agree to drill a well upon said premises within 45 days from the date hereof, or to forfeit said lease and execute a release of the same to party of the first part.
- 2nd. Should oil be found in paying quantities upon said premises, parties of the 2nd, part hereby agree to deliver to party of the first part in tanks or in pipe line with which it may connect the wells, the one eighth (1/8) part of all oil produced and saved from said premises.
- 3rd. Should gas be found, parties of the 2nd, part agree to pay to party of the first part One Hundred and Fifty (\$150.00) Dollars annually in advance for every well from which gas is used off said premises.
- 4th. Party of the first part, or her lessee, shall be entitled to sufficient gas, free of cost, for domestic use on said premises as long as parties of the 2nd, part shall use gas off said premises under this contract, but shall lay and maintain the service pipe at her own expense, and use said gas at her own risk. Parties of the second part shall have the right and privilege of using sufficient water, gas and oil from the premises herein leased to run the necessary engines for the prosecution of said business.
- 5th. Parties of the second part shall bury all gas or oil lines used to conduct gas or oil off of said premises or to tanks or pipe lines thereon situated below the plow line where said pipes shall be located on or across tillable ground, and parties of the second part hereby agree to pay all damages to timber or crops growing on said premises by reason of drilling, burying or removing all lines of pipe, or machinery or fixtures used in the production of said oil and gas.
- 6th. No well shall be drilled nearer than 100 feet to any building now on said premises, nor occupy more than one acre.
- 7th. If nowell shall be drilled on said premises within 45 days from this date, parties of the 2nd, part hereby agree to reconvey the above described premises, and thereupon this instrument shall be null and void.
- 8th. Parties of the 2nd, part hereby agree to begin operations under the terms of this lease at once and complete a well within 45 days from the date hereof, and to continue to develop the above described premises for oil and gas, if oil or gas shall be