

half and Northeast ($\frac{1}{4}$) quarter of the Northeast quarter ($\frac{1}{4}$) of the Northwest ($\frac{1}{4}$) of Section 31, Township 20, Range 13 East, Lots, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, in Springdale acre lot Addition to City of Tulsa, Okla.

TO HAVE AND TO HOLD unto said grantee and the successors and assigns of said grantee forever upon the following terms:

1. The royalty above mention shall be (a) on oil a quantity equal to one-tenth of all produced and saved upon the premises, the same to be delivered at the wells or to the credit of the grantor in the pipe line to which such well may be connected; (b) on coal four cents per ton for every ton mined and marketed, payable monthly; (c) for natural gas one hundred dollars per annum for each well from which gas is used off the premises, the grantor to have the privilege to make connections and use gas free of charge for one dwelling on the premises; and (d) for any other mineral discovered one-tenth of the net proceeds arising therefrom while the same are being used off the premises. But it is understood and agreed that the grantee shall have the free use of oil, gas and water from said land for development purposes.

2. In case operations for the drilling of an oil or gas well be not begun within a year from final execution and delivery of this conveyance shall be forfeited as to both parties, unless the grantee, or the successors or assigns of the grantee shall pay the grantor on or before the anniversary of this lease, according to the date written below, fifty cents per acre for the period operations are delayed, but such vitality can not be maintained by such payments for a greater delay than three years without the written consent of the grantor. Payments as above provided for shall be deemed complete when made or tendered by a deposit of the amount to the credit of the grantor in the First National Bank, at Tulsa, Okla.

3. If this instrument is one of several from different parties to the same grantee, covering lands in the same general locality, it is further understood and agreed that, if the grantee or the successors or assigns of the grantee hereunder shall begin a well within two miles of the land described above, within one year from the date hereof, and having begun such, shall prosecute the same (or an additional one in lieu of the ~~the~~ first) to completion with due diligence, then no drilling need be commenced on the above described land for a period of five years from the completion of such neighboring well.

4. In case the grantee or the successors or assigns of the grantee shall sink a well or shaft and discover either oil, gas, or other mineral, within the limit of time herein provided from this instrument shall be in full force and effect for twenty years from such discovery and as much longer as mineral are produced in paying quantities.

5. No well shall be begun nearer than one hundred feet to the house or barn on said premises unless by consent of both parties.

6. This instrument is not intended as a mere franchise, but as a con -