

hereby grant unto O. H. Grober of Coffeyville, Kansas hereinafter referred to as the lessee, his heirs, successors and assigns, all the oil and gas in and under the following described premises, together with the exclusive right to enter thereon at all times for the purpose of drilling and operation for oil, gas or water, and to erect, install and maintain all buildings and structures, machinery and appliances, and lay all pipes necessary for the production, storage and transportation of oil, gas or water upon and from said premises. Excepting and reserving, however, to the lessors the one-eighth ( $1/8$ ) part of all oil produced and saved from said premises, to be delivered in the pipe line with which the lessee may connect wells, namely: All that certain lot of land situate in the Township of Twenty-one (21) county of Tulsa, in the State of Oklahoma, bounded and described as follows, to-wit:

The Southeast quarter (S. E.  $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section six (6) and the East half of (E  $\frac{1}{2}$ ) of Southeast quarter (S.E.  $\frac{1}{4}$ ) of Southwest  $\frac{1}{4}$  of Section Five (5), Township Twenty-one (21) North, Range fourteen (14) East, containing Sixty (60) acres more or less.

To have and to hold the above premises for the term of Ten (10) years, and so long thereafter as oil or gas is found on said premises in paying quantities.

If gas only is found the lessee agrees to pay at the rate of One Hundred fifty & no/100 Dollars (\$150.00) each year, payable quarterly for the product of each well while the same is being sold off the premises and the Lessors to have gas free of cost at the well to heat all stoves and for lights in one dwelling house on the premises during the same time to be used at lessors risk, Provided, however, that lessee shall first have sufficient gas for drilling and operating his wells.

Whenever the Lessors shall request it, the Lessee shall bury all oil and gas lines on tillable land, and pay all damages done to growing crops by reason of the burying and removing said pipe lines.

No well shall be drilled nearer than 200 feet to the house or barn on said premises without the consent of the Lessors and no well shall occupy more than one acre.

In case no well is completed within one (1) year from this date, unless such completion shall be prevented by unavoidable accident or delay, then this grant shall become null and void unless the Lessee shall pay to the Lessors Sixty & no/100 (\$60.00) dollars, payable quarterly, in advance for each year thereafter during which such completion is delayed and a failure to make such payment, by deposit in bank, or otherwise, within ten (10) days after the same shall become due shall terminate all the rights and liabilities of both parties to this contract.

The Lessee may deposit the rental, when it becomes due, in the Farmers and Merchants Bank at Collinsville, Oklahoma and such deposit shall