

other valuable considerations, hereinafter mentioned do hereby lease to the said party of the second part their heirs or assigns, for the term of ten years and as much longer as gas or oil may be found in paying quantities or gas furnished or royalties paid, from the date hereof, the following described real estate situated in the county of Tulsa, and State of Oklahoma, to-wit:

All of Lot Four (4) and the west half ($\frac{1}{2}$) of Lot Three (3) of Sec four (4) Township Twenty-one (21) North of Range fourteen (14.) east of the Indian Meridian, consisting of fifty nine & $\frac{74}{100}$ acres.

With full and exclusive power and authority, to the party of the second part, or its assigns, to enter upon the above described lands and ~~drill~~ drill, dig, or mine for gas, oil taking upon and removing from said lands, any machinery or appliances necessary to the prosecution of the said work; to erect any necessary buildings, tanks or tracks for the legitimate use of said work or the products thereof, and to remove or convey said products off said lands by any reasonable methods, and the right from time to time to repair or replace the same, avoiding as far as may be practical, damage to growing crops or fences, but in case of such damage to pay for same as may be determined by appraisers.

In consideration of the premises the party of the second part agrees to pay as royalty to the parties of the first part upon each well of gas from which any product is taken having any commercial value the sum of Twelve & $\frac{50}{100}$ Dollars (\$12.50) per month for each month while so taken. Royalties to be paid in cash on the first of each month for the preceding month payable at Oklahoma State Bank, Collinsville, Oklahoma, upon demand by first parties. In case that oil or other product than gas are found the royalty shall be one-eighth of such product, delivered at the surface near the mouth of well or shaft.

It is mutually agreed that the party of the second part shall begin operations under this lease within twelve (12) months from the delivery hereof or in case of failure so to do, then and in that case the party of the second part shall lay pipes from mains or wells within fifty feet of residence occupied by first party on above described land and furnish gas for their stoves and their lights, and no other or additional expense shall be incurred under this lease by second party, and this lease shall be binding so long as gas shall thus be furnished, provided, that if wells are sunk royalties shall be paid as above provided for, otherwise this lease shall be null and void and no longer binding on either party, unless party of the second part shall pay upon demand of the parties of the first part the sum of One & $\frac{00}{100}$ (\$1.00) dollars per acre per year until well is drilled or furnish gas above mentioned.

Party of second part to have and to hold the premises for a during a term of ten (10) years from date hereof, and as much longer as oil or gas is found or produced in paying quantities thereon.