

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 his wells, namely, All that certain lot of land situate in the Township of Mulsa, County of — in the state of Oklahoma, bounded and described as follows, to-wit:

Lot Two (2) less 3.77 acres K.O.C & S. R.R. right-of-way and the Southwest Ten (S.W.10) acres of Lot one (1) all being in Section Six (6) Township Twenty-one (21) North, Range Fourteen (14) East, containing forty-six and  $33/100$  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 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 be prevented by unavoidable accident or delay, then this grant shall become null and void, unless the Lessee shall pay to the Lessors One & no/100 ( $\$1.00$ ) dollars per acre, 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 renege 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 be binding upon the Lessors the same as if paid to them in person.

It is agreed that the lessee may drill as many wells on the above described land as he may deem to be necessary to secure all the oil and gas therefrom, also to offset paying wells on adjoining tracts.