

the second part.

WITNESSETH: That the said party of the first part, in consideration of the sum of \$175.00 in hand paid, the receipt of which is acknowledged, does hereby grant and convey unto the second party all the oil, petroleum and gas in and under the hereinafter described tract of land, together with the sole and exclusive right unto the said second party to drill and operate for oil, petroleum and gas; to lay and maintain pipe lines on said land; to erect and maintain buildings, structures and lines necessary or convenient to the production of gas and oil on said land and the transportation thereof over and from the same; to use water, oil and gas in the drilling of wells and in the operation of machinery thereon; the right of ingress and egress thereon and therefrom, and to remove all property at any time.

Said tract of land is described as follows, to-wit: The East Half (E $\frac{1}{2}$) of the North West Quarter (NW $\frac{1}{4}$), and the North East Quarter (NE $\frac{1}{4}$) of the South West Quarter (SW $\frac{1}{4}$) of Section Four (4), Township Eighteen (18) North, Range Thirteen (13) East., Tulsa County, State of Oklahoma, containing 120 acres, more or less.

DO HAVE AND TO HOLD said premises unto and for the use of the second party for the term to expire with the majority of the ward on May 21st 1922, under the terms and conditions hereof.

It is agreed that the second party shall pay the first party at the rate of \$150.00 per annum for the gas from each gas well so long as the same is sold off the premises, that the first party shall have gas free of charge for domestic purposes, and that there shall be delivered free of cost to the credit of the first party into the pipe lines to which second party shall connect his wells, the full one-eighth part of the oil produced and saved from said premises.

It is further agreed: Whenever first party shall request it, second party shall bury all oil and gas lines which are laid over tillable ground. No well to be nearer than 250 feet of residence buildings on the premises. Second party to pay all damage done to crops and fences by reason of operations.

It is also agreed that second party shall drill a well on said premises within one year from the date hereof, or pay to the first party the sum of \$One Dollar and fifteen cents per acre in advance for each year the drilling of such well is delayed, the payment to be made direct to the first party at the Arkansas Valley State Bank, of Broken Arrow, Oklahoma.

It is further agreed that the annual rental for the third year of this lease shall be \$1.15 per acre, for the fourth year \$1.30 per acre and for the fifth year \$1.75 per acre. It is also agreed that in case said gas wells shall produce more than three million cubic feet of gas per day said party of the second, as to pay \$50.00 additional per year for each additional million feet or major portion thereof.

The terms and conditions herein shall extend to the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 25th day of February, 1910.

Thomas Blair, (Seal)
Guardian of Mable Costillo

Witness-----