

of less than one-half blood, and of the class whose restrictions were removed by Act of Congress of May 28, 1908, known as the Removal of Restrictions Act:

And whereas the said parties hereto desire to enter into what is known as a commercial oil and gas lease, independent of the Department of the Interior and instead and in place of the said Department lease:

And whereas one of the considerations in executing said Department lease was that a commercial lease should be executed by first party whenever he was enabled by law to do so:

Now, therefore in and for the consideration of the sum of One (\$1.00) Dollar and other valuable consideration paid to Thomas D. Taylor by J. I. Gillespie, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

That the said Thomas D. Taylor, does, hereby and by these presents, grant, demise, lease and let unto the said party of the second part, his successors and assigns, for the purpose of drilling, mining, exploring, boring and operating for and procuring oil and gas on the premises above described, to any extent, the said party of the second part may deem advisable, together with the right to lay, erect, maintain and operate all necessary pipe, pipe lines, tanks, structures, buildings, rods, cables, and all other fixtures, appliances and machinery used in drilling for, piping, reserving, storing and transporting oil and gas. The party of the second part shall further have the right to use sufficient water and gas from the premises for operating purposes, and if necessary, the right to drill for it on said premises.

The party of the second part to have and to hold the said above described premises for and during a term of fifteen years from date hereof, and as much longer as oil or gas is found or produced in paying quantities thereon. In consideration of said grant, demise and lease, the said party of the second part agrees to deliver to said party of the first part, one-eighth ($1/8$) of the oil produced and saved from said premises in tanks at the well or in the pipe line to which said party may run the oil, free of cost or expense to the party of the first part. If gas is found in any well or wells on said premises, the said party of the first part is to have, upon demand, sufficient gas for domestic purposes free of charge. The said party of the second part shall pay to the party of the first part, the sum of One Hundred Fifty (\$150.00) Dollars each year in advance for gas from each and every gas well while the product thereof is being used or marketed off the premises.

The party of the second part agrees to locate all wells so as not to interfere any more than is reasonably necessary with the house on said premises and in no event shall any drilling be done any closer than two hundred feet to the house or barn on said premises or that may hereafter be erected thereon, provided that if said first party shall erect a house or barn closer than two hundred feet to any well already drilled, then this clause shall not apply.

It is understood and agreed by and between the parties hereto as follows:

That the said second party is the owner of an oil and gas lease on the premises adjoining the land above described, which said premises belong to Daniel O. Taylor, and described follows, to-wit:

NE/4 of NW/4 of NE/4 of Section eight (8) Township Twenty-one (21) N. Range Thirteen (13) E. Tulsa County, Oklahoma.

and that in the operation and development of all of said premises hereinbefore described, said parties desire that all of said premises may be operated jointly as one lease.

The party of the second part further agrees that in case no well is commenced drilling for oil and gas within one year from date hereof, all rights and obligations secured under and by virtue of this grant, demise and lease shall cease and thereupon the same shall become null