

tract of land for the purpose and with the exclusive right of drilling and operating for said oil and gas, which said tract of land is situated in Tulsa County, State of Oklahoma and described as follows, to-wit:

N $\frac{1}{2}$ of SW $\frac{1}{4}$ Section 21, Township 17 Range 13 Acres 80

SW $\frac{1}{4}$ of SW $\frac{1}{4}$ " 21, " 17 " 13 " 40

containing 120 acres more or less. But no wells shall be drilled within 100 Hundred feet of the present buildings except by mutual consent.

The party of the first part grants the further privilege to the party of the second part its heirs and assigns of using sufficient water and gas from the premises necessary to the operation thereon and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time any machinery or fixtures placed on the premises by said lessees.

TO HAVE AND TO HOLD the same unto the said party of the second part its heirs and assigns for the term of 15 years from date hereof and as long thereafter as oil or gas is being produced therefrom by said lessees.

In consideration whereof the said party of the second part agree-- to deliver to party of the first part in tanks or pipe lines the one eighth part of all the oil produced and saved from the leased premises. And should gas be found on said premises in paying quantities, second party agrees to pay one hundred dollars yearly in advance for the product of each gas well, while the same is being sold off the premises, and first party shall have free use of gas for domestic purposes, by making his own connections for such gas at the well at his own risk and expense.

Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the premises and to pay for ^{all} damages to growing crops ~~by~~ caused by said operations.

Provided, however, that, if a well is not commenced on said premises within twelve months from the date hereof, then this lease and agreement shall be null and void unless the party of the second part, within each and every year after the expiration of the time above mentioned for the Commencing of a well, shall pay a rental of Eighty dollars until a well is commenced thereon or until this lease is cancelled as hereinafter provided. And it is agreed that the completion of a well shall be and operate as a full liquidation of all rentals under this provision during the remainder of this lease. All rentals and other payments may be made direct to party of the first part or may be deposited to his credit at Bank of Bixby of Bixby, Okla. And further upon the payment of one dollar at any time after 1 year by the party of the second part, its heirs and assigns, to the party of the first part his heirs and assigns, said lessee shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease become absolutely null and void.

All the conditions between the parties hereto shall extend and apply to their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year above written.

Buford O. Berryhill (seal)

Signed, sealed and delivered in presence of.

Mary J. Berryhill (seal)

J.F. Pautler
T. E. Farr.