

covenants, stipulations and conditions hereinafter contained, and hereby agreed to be paid, observed and performed, by the parties of the second part, does hereby grant unto the parties of the second part, for a term of five (5) years from the date hereof, and as long thereafter as oil or gas shall be continually produced thereon, the oil and gas in and under the following described land in Tulsa County, Oklahoma, to-wit:

The Southwest quarter ($\frac{1}{4}$) of Section Thirty (30) Township Eighteen (18) Range Thirteen (13)

with the right to enter upon and occupy said premises and use so much only of the surface of said land as may be necessary to carry on the development and production of oil and gas, including the right to obtain a sufficient supply of water, and to use such oil and gas as fuel in so far as it may be needed in the prosecution of said operation.

In consideration of which, the second parties bind themselves to pay to the first party one-eighth ($\frac{1}{8}$) of the gross proceeds of all oil extracted from said land; payment to be made the first of every month on all oil produced during the preceding month: - this royalty to be paid in money, and the amount to be based on the average market price of crude oil of like quality for such month.

To pay Two Hundred dollars (\$200.00) royalty each year on each gas producing well which they shall use, or sell off the premises payable semi-annually in advance.

Drilling operations must be commenced within Ninety (90) days from the date hereof and a well must be completed within six (6) months from the date hereof; such well must be at least two thousand (2,000) feet deep, unless oil or gas in paying quantities is found before reaching such depth; and another and an additional well shall be drilled and completed within eighteen (18) months from the date hereof, and an additional well yearly thereafter or until ten (10) or more wells shall have been completed, and time shall be considered of the essence of this contract.

Offset wells shall be drilled and operated opposite and against every producing well, within Twenty (20) rods on property adjoining the land hereby leased.

Second parties further agree to commit no waste nor suffer any waste to be committed, to promptly pay all damages he or persons working under them may do to crops, fences, gates, or natural or artificial water courses, and that upon expiration or termination of this lease, they will promptly surrender the property covered by this lease, and remove within six (6) months all their property; but lessor may elect to keep and retain as much of the casing as he desires by paying market price for the same.

The failure or refusal on the part of second parties to pay any money or royalty herein provided for, or failure in any of the agreements hereinbefore made and set out, shall at once terminate this lease, and the same shall be null and void. The terms of this lease shall be binding upon and extend to the heirs, executors, administrators, successors and assigns of both parties hereto.

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

Witnesses:
V.L. Reed
C.T. Lawrence.

J.C. Hieff
H.C. Guiler
C.E. Delov.

* For One Dollar and other valuable considerations the receipt of which is hereby acknowledged, we hereby sell assign transfer and set over unto J.C. Hieff and H.C. Guiler of Marion Indian all of our right title and interest in and to the foregoing and within leased premises and hereunto and seals this 17th day of May, 1910.
H.C. Guiler (Seal)
C.E. Delov (Seal)
State of Oklahoma, County of Pecos, D.T.

Before me the undersigned a Notary Public in and for said County and State aforesaid and on this 17th day of May 1910 personally appeared H.C. Guiler and C.E. Delov to me known to be the identical persons who executed the above assignment and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
Witness my hand and official seal on the day last above written.

(Seal)

Nellie L. Cook
My Commission Expires Nov 14, 1912 Notary Public