

party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said party of the second part, to be paid, kept and performed, has granted and conveyed and by these presents do grant and convey unto the said party of the second part, its successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and of building tanks, stations and structures thereon to take care of the said products.

All that certain tract of land, situate in Tulsa County, Oklahoma, te-wit:

Lot one (1) of Section two (2), and Lot one (1) and the North half of Lots two (2) and three (3); and Lot four (4) and the Southwest Quarter of Northwest Quarter of Section three (3); and Lot three (3) of Section four (4), all in Township *One hundred fifty acres, more or less, reserving however therefrom* 19 North, Range 10 East, containing *one hundred feet* around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this grant shall remain in force for the term of five years from this date, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, its successors or assigns, but ~~not~~ beyond the minority of said minor.

IN CONSIDERATION OF THE PREMISES the said party of the second part covenant and agree: 1st--To deliver to the credit of the first part his heirs and assigns, free of cost, in the pipe line to which it may connect its wells, or in tanks at the wells, or pay the market price therefor in cash, the equal 1/8 part of all oil produced and saved from these premises; And 2nd--To pay \$150.00 Dollars per year for the gas from each and every gas well drilled on said premises; the product from which is marketed and used off the premises, said payments to be made oneach well within sixty days after commencing to use the gas therefrom, as afor esaid, and to be paid yearly thereafter while the gas from said well is so used.

Second party covenants and agree to locate all wells so as to interfere as little as possible with the cultivated portions of the premises.

The party of the second part further agrees that in case no well is drilled for oil or gas within one year from the date hereof, all rights and obligations secured under this grant and demise shall cease unless the party of the second part shall elect from year to year to continue this grant and demise in force as to all portions of the premises by paying advance an annual rental of \$1.00 per acre for all of said land until a well is drilled, provided that, upon the completion of said well the above provided for rentals shall cease.. Such payments shall be made direct to Louis Nero as guardian of Curtis nero, a minor, or deposited to his credit in Arkansas Valley State ^{Bank} of Broken Arrow, Oklahoma,. It is agreed that said lessee his heirs, successors and assigns, shall drill all necessary off set wells whenever a well is drilled within one hundred fifty feet of the line of said land.

It is Agreed that the second party is to have the privilege of using sufficient water from the premises to run all necessary machinery, and at any time to remove all machinery and fixtures placed on said premises; and, further, upon the payment of One Dollars at any time after giving three months' notice by the party of the second part, its successors or assigns, to the party of the first part, his heirs or assigns, said party of the second part, its successors