

TO HAVE AND TO HOLD, The same for the term of Ten (10) years from the date hereof and as much longer as oil or gas of commercial value is being found or produced thereon, with the full and exclusive right, power and authority to the party of the second part, to enter upon the above described land and drill or bore for oil or gas, take onto or remove from said land all machinery, appliances and equipment necessary for the prosecution of said work; to erect all necessary buildings on said lands and shall have full right and privilege to use water free of charge from said premises for drilling or operating thereon, avoiding, however, as far as practicable, damage to growing crops, but in case of such damage to pay for same as may be mutually agreed upon or determined by appraisers.

✓ In consideration of the premises, the party of the second part agrees to pay as a royalty to said part--of the first part, the one tenth party of all oil produced and saved from said premises, to be delivered to the party of the first part in tanks or pipe lines, and for each gas well said second party shall pay said first party the sum of one hundred and fifty dollars, per year, payable, semi-annually in advance, from the time when first used.

All payments as above provided may be made by sending checks by mail to first party personally to Post Office address at Coffeyville, Kans. or by depositing the amount thereof to her credit in the First National Bank at Coffeyville, Kans.

First party to have gas free of charge for all domestic use on the above described land, to be taken at said well or wells so discovered and utilized.

Second party to have so much gas free of royalty as may be necessary for operating and drilling on said land.

It is further mutually agreed by and between the parties hereto that said party of the second part shall complete a well under this grant, conveyance and lease, on or before the---day of March 1911 by drilling for oil or gas thereon.

It is further mutually agreed that if said party of the second part fails to complete said well within the time specified, he shall pay to said party of the first part the sum of One Dollar per acre per year, the same to be paid quarterly in advance in the manner above provided, it being specifically agreed and understood, however, that when a well or wells are sunk, royalties shall be paid as herein agreed and all cash rentals shall cease.

The failure of said second party to complete said well or make said payments as above set forth, shall terminate this lease and the same shall become null and void, and either of said parties shall have the right to cancel this grant and conveyance by giving the other party 30 days' notice in writing his election to do so, and by paying or tendering the sum of One Dollar and releasing this grant or conveyance of record.

In Consideration of the premises, the party of the first part hereby gives and grants to the party of the second part, the exclusive right and privilege to lay, maintain and use pipe lines for gas, water and oil, upon over and across said lands, said pipe lines to be laid at least 12 inches under the farming lands unless otherwise mutually agreed upon.

Witness our hands and seals the day and year last above written.

Lizzie Johnson.

In Presence of

B. F. Sayers,

510 E. 3 st.

Thos. R. Shaw.