

of the use of said gas

5th. Said second party shall have the privilege of excavating, drilling or boring for water, and of using sufficient water, wood, gas and oil from the premises herein leased to run all machinery for the prosecution of said business on this, and adjoining premises, operated jointly as one property and all water, wood and timber otherwise necessary or convenient for the carrying on of mining operations without charge: Provided that when all oil is used, each lease shall furnish its proportion.

6th. Second party shall have free pipe line right of way over this property and any other property owned and controlled by the first parties together with a right of ingress and egress for the purpose of laying, maintaining, operating and removing said pipe line and appliances ^{used} in connection therewith, but second party shall bury when requested to do so by first parties all its oil and water lines ^{used} ~~used~~ to conduct oil gas or water over said premises/

7th/ Second party shall have free use of the land herein conveyed for the purpose of erecting and maintaining such tankage as may be necessary for the caring for of oil produced by said second party.

8th. For and in consideration of the obligations entered into by the second party and the payment of said sum of Five ^{Dollars} ~~Hundred~~ (\$5.00) Dollars, the option is hereby granted to second party to cancel this lease at any time after the expiration of six months from the date hereof, by giving notice to first parties of its intention to do so, and removing its property from the premises and surrendering possession of same to first part-- and said first parties hereby agree that said payment of ^{Five} ~~Two~~ Dollars (\$5.00) Dollars is a valuable consideration held and deemed by the party of the first part as sufficient to support each and every one of its options, rights and privileges granted by this lease to the second party, and is to be so construed/

9th. All moneys due on this lease may be paid to said lessor personally or by check deposited to the credit of John H. Korndorfer at the First National Bank, Mounds, Okla. the date of depositing of such check to be treated as the date of payment.

10th. Party of the first part shall pay and discharge all liens, taxes and assessments that are now against, or that may hereafter accrue, be levied or assessed against said premises before the same become delinquent and failing so to do, party of the second part is hereby authorized to advance, but is under no obligations so to do, funds necessary to pay and pay off and discharge the same and in such event, it shall have a lien upon said premises and on all rentals and the royalty accruing hereunder to secure such advancement or advancements and may retain such royalty and rentals and apply the same on such advancement until the same is discharged and satisfied in full/

11th. All of the above stipulations, obligations and conditions of this grant shall be binding on both parties hereto, and they shall apply with equal force to their heirs, assigns and legal representatives.

WITNESS our hands this 5 day of April A.D. 1910.

John H. Korndorfer

Witnesses:

Daisy C. Korndorfer.

E.L. Wetherbee