

and let and by these presents does grant, demise, lease and let unto the said party of the second part, his heirs, administrators, executors, successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines and building tanks, stations and structures thereon to take care of said products, all that certain tract of land, situate in the County of Tulsa, State of Oklahoma, hereby releasing waiving all rights under and by virtue of the homestead exemption laws of this state bounded substantially as follows.

NW2 of NW4 and SE4 of NW4 of Section 34, Township 18 N. Range 13 E. containing 120 acres, more or less, and being the same land conveyed to the first party by C.C. Sigler by deed bearing date Jan. 27 1905, reserving however therefrom 200 feet around the buildings on which no wells shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil or gas, or either of them is produced from said land by the party of the second part his heirs, administrators, executors, successors and assigns.

In consideration of the premises, the said part-- of the second part covenant, and agree: 1st to deliver to the credit of the party of the first part his heirs, administrators, executors and assigns free of cost in the pipe line to which part-- of the second part may connect his wells the equal one eighth part of all oil produced and saved from the leased premises: and 2nd. to pay fifty dollars each three months in advance for the gas from each and every well drilled on said premises, the gas from which is marketed and used off the premises, while the gas from said well is so marketed and used.

Second party covenant and agree to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. And further, to complete a well on said premises within twelve months from the date hereof or pay at the rate of Thirty dollars, quarterly in advance, for each additional three months such completion is delayed from the time above mentioned for the completion of such well until a well is completed, and it is agreed that the completion of such well shall be and operate as full liquidation of all rental under this provision during the remainder of the term of this lease. Such payments may be made direct to the lessor or deposited to ---credit in First National Bank of Broken Arrow, Okla.

First part-- to have gas free for fuel and light in the dwelling on said premises by making own connections to any well thereon.

It is agreed that the second party shall have the privilege of using sufficient water, oil or gas from said premises to run all machinery necessary for drilling and operating thereon, 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, by the part-- of the second part, his heirs, administrators, executors successors and assigns, to the party of the first part his executors, administrators, and assigns said party of the second part, his heirs, executors, administrators, successors and assigns 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.