

unnecessarily disturb growing crops thereon, or the fences.

The said second party is hereby granted the right to enter upon the above described premises at any time for the purpose of mining and the right of way to and from the place of mining and the right to lay pipe lines for the purpose of conveying or conducting water, steam, gas or oil over and across said premises, and also the right to remove at any time any and all machinery, oil well supplies or appurtenances of any kind belonging to the said second party.

Party of the second part has a right at any time to discharge any incumbrances on above described premises and have a lien thereon for amount so paid.

Should other minerals than oil & gas be found in paying quantities and said second party elects to develop same then 2nd party shall deliver to 1st party at mouth of shaft one eighth per cent of all such minerals or may be so mined & should 2nd parties elect not to operate for said other minerals then 1st parties may but are not to interfere with 2nd party hereunder.

The said party of the second part agrees to commence one well in good faith & diligently pursue same to completion within four (4) months from the date hereof, and in case of failure to commence one well within such time, the party of the second part hereby agrees to pay thereafter to the party of the first part for any further delay the sum of \$100.00 dollars per quarter in advance as a rental on the same thereafter until a well is commenced payable at Bank of Commerce, Tulsa, Ok. and the part-- of the first part hereby agree-- to accept such sum as full consideration and payment for such quarterly delay until one well shall be commenced as aforesaid and a failure to commence one well or to make any of such payments within such time and such place as above mentioned, renders this lease null and void, and neither party hereto shall be held to any accrued liability, otherwise to be and remain in full force and virtue. It is understood by and between the parties hereto that the terms of this lease shall extend to and be binding upon their heirs executors, administrators, successors and assigns.

And I, C.W. Robertson husband of said lessor, in consideration of the foregoing premises, do hereby release and relinquish unto the said party of the second part, all of my right of curtesy and homestead in and to the above described premises for the purposes of the foregoing lease.

IN WITNESS WHEREOF WE, the said parties of the first part and second part have hereunto set our hands the day and year first above written.

Lillie A. Robertson

C. W. Robertson.

Acknowledgment.

State of Oklahoma, County of Tulsa, SS.

Before me, a Notary Public in and for said County and State, on this 8th day of August, 1910, personally appeared Lillie A. Robertson, and C.W. Robertson, her husband, to me known to be the identical persons who executed the within and foregoing instrument, 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 seal as such Notary Public on the day last above mentioned.

(seal)

Claude F. Tingley, Notary Public.

My commission expires Sept. 17th, 1910.