

one-eighth part of all oil produced and saved on the premises to be delivered free of cost, in the pipe lines or tanks to which second Parties may connect wells, Said real estate and Premises are located in Twp, County of Tulsa, state of Oklahoma, and described as follows to-wit:

NE $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec 25, Town 21 Range 12, acres 40.

containing 40 acres, more or less, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

To have and to hold said Premises for said Purposes for the term of seven (7) years from this date, and so long thereafter as gas or oil is produced thereon.

It is agreed that, while the Product of each well in which gas only is found, and the same marketed from said Premises, the second parties will pay to the first Parties thereafter at the rate of \$200.00 Dollars Per year Payable, quarterly in advance and give the first Parties free gas for domestic purposes at the dwelling house, during the same time, first parties make connections for same to water wells at their own risk and expense.

Second Parties to pay the first parties for gas produced from any oil well and used off the Premises at the rate of \$25.00 per year for the time during which such gas shall be used, said payments to be made each three months in advance.

Whenever first Parties shall request it, second Parties shall bury all oil and gas lines which are laid over tillable ground. Second Parties also agree to pay all damage done to crops by reason of laying and removing pipe lines. No well to be nearer than 200 feet of residence buildings on Premises without written consent of first parties.

Second Parties agree to complete a well on said Premises within one year from date or pay to first Parties one dollar per acre in advance for the completion of well until a well producing as much as 8 barrels is completed. All moneys falling due under the terms of this grant may be paid direct to Marks and Sanders or to the credit of same at the Farmers State Bank, of Vinita Oklahoma, and it is agreed that the completion of such 8 barrel well shall be and operate as a full liquidation of all rent under this Provision during the remainder of the term of this lease.

In further consideration of the Payment of the sum of one dollar first above mentioned first Parties hereby expressly waive all right to annul or declare a cancellation or a forfeiture of this lease except for the non-payment of rental when due, and hereby grant unto second Parties the exclusive option and right to release and terminate this grant or any undrilled portion thereof at any time by paying of rental due at that time and cancelling this lease on the records and delivering it at the bank where the rental is made payable. hereafter all liabilities of second Party as to the portion released shall cease and determine.

Second Parties shall have the right to use sufficient gas, oil and water free of cost to drill all wells and for all purposes necessary or convenient in operating the same, or any property operated jointly with this; but shall not interfere with the first Parties present water supply.

The terms and conditions of this grant shall extend to the heirs, successors and assigns of the Parties hereto.

In witness whereof, the Parties have herunto set their hands and seals, this 12th day of January, 1911.

L. W. Marks. (seal)

Adah B. Sanders. (seal)

State of Oklahoma, County of Craig, SS.

I, Albert B. Marks a notary Public in and for said county in the state aforesaid, do hereby certify that L. W. Marks and Adah B. Sanders, personally known to me to be the