

land for oil and gas mining purposes.

It is agreed on b y and between the parties hereto as follows:

First. In case no well for oil or gas is commenced to be drilled and drilling continued with due diligence on said above described premises or on NW4 of SW4 of SE4 & SW4 of NW4 of SE4 of 5-20-14, within one year of date hereof, all rights and obligations secured under this grant shall cease and determine, and if by such time party of the second part shall not have commenced a well, all its right hereunder shall cease.

SEcond. It is expressly declared that if oil or gas be found in paying quantities then the party of the second part shall become at once vested with an estate ~~in~~ in and to said minerals, with the right to produce THE Same as long as either of said minerals shall be produced in paying quantities.

Third. Should oil be found upon said premises in paying quantities, the part-- of the second part hereby agrees to and shall pay to the party of the first part, out of the proceeds of all oil produced and saved from said premises, the one-eighth part of said proceeds as royalty, but is under no obligation to find a purchaser for such oil.

Fourth. Should gas be found in paying quantities in any well, the consideration for such first party shall be at the annual rate of two hundred (\$200.00) dollars, payable in advance, for the gas from each well while said gas is being piped and used off said premises, together with the privilege of said party of the second part continues to pipe and use said gas from said well, said party making her own connections, but said second party does not guarantee against a deficient supply of gas for said dwelling by pumping said well or wells, or otherwise, nor shall it be liable for any injury or injuries to the person or property of said first party arising out of the use of said gas.

Fifth/ Said second party shall have the privilege of excavating, drilling or boring for water, and of using sufficient water gas or oil from the premises herein granted to run all machinery for the prosecution of said business on this and the original allotment of Sonoma Bullette.

Sixth. Second party shall have free pipe line right of way over the above described land, and any other property owned and controlled by the party of the first part, together with the 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 all oil and water lines used to conduct oil, gas or water over said premises.

Seventh. The 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 part.

Eighth.. All rents and royalties due or to become due under the terms of this instrument may be paid to the party of the first part in person, or by check of second party deposited in the United States mail for transmission to part of the first part at the postoffice address of Tulsa, Oklahoma. Date of so depositing in mail shall be taken as true date of payment, and payment so made shall be binding, notwithstanding party of the first part shall have sold, transferred or otherwise conveyed or disposed of said premises or its right to such rentals or royalties, inwhole or in part, until actual notice of such change in ownership is given to the part of the second part in writing signed by party of the first part and her grantee, grantees or assigns, after the giving of such notice, such payment may be made to such grantee, grantees or assigns, in the same manner and with like effect as above provided; said check being deposited in the United States mail to such grantee, grantees or assigns at the postoffice address to be