

covenants and agreements hereinafter contained on the part of the party of the second part to be paid, kept, and performed has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said second party his heirs, successors or assigns, for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines and of building tanks, powers, stations, and structures thereon to produce and take care of said products during the minority of said ward and as much longer thereafter as oil and gas is found in paying quantities all that certain tract of land situated in the county of Tulsa, State of Oklahoma described as follows, to-wit:

The southeast quarter of northeast quarter of section 4, township 21, range 13 and containing 40 acres, more or less. In consideration of the premises the said party of the second part covenants and agrees.

1st. To deliver to the credit of the first party his heirs or assigns, free of cost, in the pipe line to which he may connect any wells the equal one-eighth part of all oil produced and saved from the leased premises.

2d. To pay to first party one hundred and fifty (\$150.00) dollars each year in advance for the gas from each well where gas only is found, while the same is being used off the premises, and the first party to have gas free of cost from any such well for 6 stoves and 12 inside lights in the principal dwelling house on said land during the same time by making his own connections with the well.

The party of the second part agrees to complete a well on said premises within twelve months from the date hereof or pay at the rate of one dollar per acre in advance for each additional 12 months such completion is delayed from the time above mentioned for the completion of such until a well is completed and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

The party of the second part shall not be bound by any change in the ownership of said land until duly notified of any change, either by notice in writing duly signed by the parties to the instrument of conveyance, or by the receipt of the original instrument of conveyance or a duly certified copy thereof.

The party of the second part shall have the right to use, free of cost, gas, oil and water produced on said land for his operations thereon except water from wells of first party. When requested by first party the second party shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn on said premises. Second party shall pay for damages caused by him to growing crops on said land. The party of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises including the right to draw and remove casing. All payments which may fall due under this lease may be made directly to the lessor or deposited to his credit in Oklahoma State Bank, at *Collinsville*, Oklahoma.

The party of the second part, his heirs, successors or assigns, shall have the right at any time, on the payment of One Dollar to the party of the first part his heirs or assigns, 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; provided, this surrender clause and the *option* therein reserved to the lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law or equity by the lessee to enforce this lease, or any of its terms or to recover possession of the leased land, or any part