

and convey unto the party of the second part, his successors or assigns, all of the oil and gas in and under the following described tract or parcel of land, situated in Tulsa County, state of Oklahoma, and described as follows, to-wit:

Lot 3 and North 19.50 acres of lot 4, Section 4, Township 20 N., Range 14 E., also Southwest quarter of Northeast quarter of Southwest quarter of Section 33, Township 21 N., Range 14 E.

containing seventy (70) acres, more or less; together with the right to enter upon said premises at all times for the purpose of mining, drilling and operating for oil, gas and water, and to erect and maintain, <sup>all buildings</sup> structures, pipes, pipe lines and machinery necessary for the production and transportation of oil, gas or water; provided, the party of the first part shall have the right to use said premises for farming purposes, except such part thereof as shall be occupied by the party of the second part, or as are necessary to be used for the proper development of said land for oil and gas mining purposes.

IT IS AGREED on by and between the parties hereto as follows:

First. In case no well for oil or gas is commenced to be drilled on said above described premises within one year of date hereof, all rights and obligations secured under this grant shall cease and determine unless the second party shall elect to continue this grant in force as to all of said premises by paying an annual rental of One Dollar per acre, payable annually in advance for all of said premises for each year until said well is commenced, but these continuances may not exceed five (5) years from this date, and if by such time party of the second part shall not have commenced a well, all 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 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 party 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 in full for such first party shall be at the annual rate of One Hundred Fifty <sup>(6125.00)</sup> Dollars, payable quarterly 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 to pipe and use gas from said well or wells to heat and light one dwelling house on said premises so long as 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 piping 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, wood, gas or oil from the premises herein granted to run all machinery for the prosecution of said business on this and adjoining premises operated jointly as one property.

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