

tract of land situated inTownship, Tulsa County/ State of Oklahoma, bounded and described as follows, to wit:

Southeast Ten (10) acres of Lot Two (2) and Southwest One-Fourth ($\frac{1}{4}$) of Northeast One Fourth ($\frac{1}{4}$) Section 4, Township 21 N., Range 12 East, of the Indian Meridian, containing Fifty (50) acres more or less.

In consideration of the premises the said lessee covenants and agrees:

FIRST: To deliver to the credit of the lessor or lessors, his heirs or assigns, free of cost, into tanks, or pipe line to which he may connect the wells, the equal one-eighth ($\frac{1}{8}$) part or share of all the oil produced and saved from the leased premises.

SECOND: To pay the lessor \$150.00 Dollars each year in advance for the gas from each gas well where gas only is found, while the same is being sold off the premises and the lessor to have gas free of cost at his own risk for one dwelling house on said premises, during the same time, to be used economically.

THIRD: The lessee agrees to commence and complete a well on said premises within one year from date hereof, or pay One (\$1.00) Dollars per acre for each additional year such commencement is delayed from the time above mentioned for commencing to such well until a well is commenced.

FOURTH: The lessee further agrees to bury pipe lines for oil in cultivated fields below plow depth when requested to do so by lessor, and to pay for damage done to growing crops while drilling.

FIFTH: The lessee agrees not to drill any wells within 250 feet of any buildings on said premises without the written consent of the lessor.

SIXTH: To use all diligence in operating the wells after completion, so as to bring the best results to all parties in interest.

FURTHERMORE, the lessor hereby releases and waives all rights under and by virtue of the homestead exemption laws of this state as they may effect said premises. And the lessor also consent to the lessee selling or disposing of said lease.

FURTHERMORE, It is mutually agreed by and between the parties hereto that the lessee shall have the right to use gas, oil and water produced on said land for operations thereon, except water from the wells of the lessor.

It is agreed that all terms and conditions hereof shall extend and apply to the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this the day and year first above written.

Signed, sealed and delivered in the presence of:

Willia R. Lawrence

Franklin Garland (SEAL)
Guardian of James Page

Tim Wood, Muskogee, Okla., as to Sig. of Lessor.

Argue and Compton Co. (SEAL)

By, O. W. Compton, Vice-Pres (SEAL)

Francis Kimbly Sec'y. (SEAL)

STATE OF OKLAHOMA,)
) SS.
COUNTY OF MUSKOGEE.)

On the 4th, day of November, A. D., 1908, before me, the subscriber, Clerk U. S. Dist. Court, Eastern District, Okla., personally appeared Franklin Garland, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, including the release and waiver of rights under the Homestead Exemption Laws, for the uses and purposes therein set forth and