veninet for such operations; and the right to use water and gas from said lands in operating same, and the right of way over same for any purpose, and the right if ingress, egress, and regress for such purposes, and of removing either during the time or at any time after the term hereof, any property or improvements placed or erected on or upon saod land by said lessee, and the right of subdividing and releasing all or any part of that tract of land situated in the county of Tulsa, and State of Oklahoma, and described as follows, to wit:

and the second second

the second second the second second

NEL of SW1 of SW1 and W2 of SW1 of NH1, Section Thirty Six (36), Township Twenty (20) North Range Thirteen (13) East; and W2 of Lot Three (3) Section Six (6), Township Nineteen (19) North Range Fourteen (14) East, and S2 of NW1 of NW1 Sec. 31,

Twp. 20 North, Range 14 East, containing 58.84 acres, more or less.

426

TO HAVE AND TO HOLDunto and for the use of the lessee for the term of ten years from the date hereof and as much longer as cil and gas is produced in paying quantities, yielding to the lessor the one-eighth part of all the oil produced and saved from the premises, delivering free of expense into tanks or pipe lines to the lessor's credit.

Should a well be found producing gas only, then the lessor shall be paid for each such gas well at the rate of One Hundred Fifty Dollars for each year, so long as the gas is sold therefrom, payable quarterly while so marketed.

Lessee agrees to complete a well on said premises withinmonths from the date hereof, or pay the lessor thereafter the sum of One Dollar per acre per annum until said well is completed or this lease surrendered. And the frilling of such well productive or otherwise, shall be full consideration to lessor for grant hereby made to lessee with exclusive right to drill one or more additional wells on the premises during the term of this lease.

Lessor is to fully the and enjoy said premises for the purpose of tillage, excep t such parts as may be used by lessee for the purposes aforesaid. Lessee is not to put down any well on the lands hereby leased within ten rods of the buildings now on the said premises without the written consent of the lessor in writing. Lessor may, if any well or wells on said premises produce sufficient gas, have gas for domestic purposes for one family, the lessor paying for connections as such points as may be from time to time designated by lessee.

The above rental shall be paid to lessor in person or by check deposited in postoffice directed to

And it is further agreed that lessee shall have the right to surrender this lease upon payment of One Dollars and all amounts due hereinder and thereafter shall be released and discharged from all payments, obligations, covenants and conditions herein contained, whereupon this lease shall be hull and void, and that all conditions, terms and limitations between the parties hereto shall extend to their heirs, successors, personal representatives and assigns.

Lessor agrees that a recordation of a deed of surrender in the proper County and a deposit of all amounts then due hereunder to lessor's credit inBank, shall be and be accepted as full and legal surrender of lessor's rights unfer this lease.

IN WITNESS WHEREOF, We, the said parties hereto, have hereunto set our hands and seals the day and year first above written.

Rose Miller	(SEAL)
G. C. Mille r	(SEAL)
Neppie A. Miller	(SEAL)

)

D

STATE OF OKLAHOMA, TULSA COUNTY,)SS.

AN/ TREAM

1 5

Before me, a Notary Public inand for said County and State, on this 16 day of November, 1908, personally appeared Rose Miller, Nappie Miller and G. C. Miller, to me known to be the iddentical persons who executed the withinand foregoing instrument, and acknowledged to me that