

operating for oil and gas, and of laying pipe lines and of building tanks, stations and structures thereon to take care of said products, all that certain tract of land situate in the County of Tulsa, State of Oklahoma, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State; bounded substantially as follows:

On the North East (NE) Quarter ( $\frac{1}{4}$ ) of the South East (SE) Quarter ( $\frac{1}{4}$ ) and the East One Half ( $\frac{1}{2}$ ) of the North West (NW) Quarter ( $\frac{1}{4}$ ) of the South East (SE) Quarter ( $\frac{1}{4}$ ) of Section Thirty (30), Township Twenty (20) North, Range Thirteen (13) East; less the Right of Way of the Atchison, Topeka and Santa Fe Railway Company thereon. Containing Sixty Acres, more or less, and being same land conveyed to first party by The Cherokee Nation, by deed bearing date..... 1,.....reserving, however, therefrom 200 feet around the buildings on which no wells shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil or gas, or either of them, is produced from said land by the party of the second part, his heirs, administrators, executors, successors or assigns:

In consideration of the premises the said party of the second part, covenant and agrees:  
1st. To deliver to the credit of the party of the first part, his heirs, administrators, executors and assigns, free of cost, in the pipe line to which party of the second part may connect his wells, the equal  $\frac{1}{8}$  part of all the oil produced and saved from the leased premises

And 2nd. To pay fifty dollars each three months in advance for the gas from each well and every <sup>gas</sup> well drilled on said premises, the <sup>gas</sup> from which is marketed and used off the premises, while the gas from such well is so marketed and used.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. And further to complete a well on said premises within three months from the date hereof, or pay at the rate of Fifteen Dollars, quarterly in advance, for each additional three months such completion is delayed from the time above mentioned for the completion of such well until a well is completed; and it is agreed that the completion <sup>of</sup> such well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this lease. Such payments may be made direct to the lessor, or deposited to his credit in the First National Bank of Claremore, Oklahoma.

First party to have gas free for fuel and light in the dwelling on said premises by making his own connections to any well thereon.

It is agreed that the second party <sup>is to</sup> shall have the privilege of using sufficient water oil and gas from said premises to run all machinery necessary for drilling and operating thereon and at any time to remove all machinery and fixtures placed on said premises; and further upon the payment of One Dollar at any time, by the party of the second part, his heirs, administrators, executors, successors and assigns, to the party of the first part, his heirs, executors, administrators and assigns, said party of the second part, his heirs, administrators, executors, successors and assigns, shall have the right to surrender this lease for cancellation after which all payments and liabilities thereafter to accrue shall cease and determine, and this lease become absolutely null and void.

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

WITNESS:

David C. Alton (SEAL)

W. E. Fowler, John LaHay

G. T. Braden (SEAL)

STATE OF OKLAHOMA, COUNTY OF ROGERS.

On this, the 16th, day of November, 1908, before me, personally appeared David C. Alton to me known to be the person described in, and who executed the within and foregoing instrument