

its successors, heirs and assigns of using sufficient Gas, Oil and water from the premises necessary to the operations thereon, and ^{all} the rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time any and all machinery or fixtures placed on the premises by the said lessees.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, its successors & heirs and assigns, with the right to sublet and subdivide for the term of minority of the said Annie Sawney and Goh-he,neh Sawney, minors or as each of their interest appears, from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said lessees.

In consideration whereof the said party of the second part agrees to deliver to the party of the first part in tanks or pipe lines the one-eighth part of all oil produced and saved from the leased premises, and should gas be found in paying quantities, second party agrees to pay as provided in Department leases/ now in force yearly, in advance for the production from each gas well, while the same is being sold off the premises, and the first party shall have free use of gas for domestic purposes, by making his own connections for such gas at the well at his own risk and expense.

Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises, and to pay for all damages to growing crops caused by said operations.

Provided, however, that if a well is not drilled on said premises within one year from the date hereof, then this lease and agreement shall be null and void, unless the party of the second part, within each and every year, after the expiration of the time above mentioned for the drilling of a well, shall pay a rental of one dollar per acre in advance until a well is drilled thereon, or until this lease is cancelled as hereinafter provided. And it is agreed that the completion of a well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this lease. All rentals and other payments may be made direct to the party of the first part, or may be deposited to his credit at Bank of Stilwell, Stilwell Okla.,. And a failure on the part of the second party to comply with the terms of this covenant, by either commencing a well within the time aforesaid or paying the said rental, shall under this lease and agreement null and void, and not to remain or be continued in force or be revived without the consent of both parties in writing, and all rights, claims and demands of any kind or nature, of any and all parties hereunder shall thereupon cease, determine and be extinguished with like effect as if this agreement had never been made.

It is understood that all the terms and conditions between the parties shall hereto extend and apply to their respective heirs, executors, administrators and assigns.

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

Signed, sealed and delivered in the presence of:

Hellen E. von Hartman

Wm. H. von Hartman.

William H. Davis, as Guardian of
Annie Sawney and Goh-he-neh Sawney
minors and sole heir of Cay-hu-ka
Sawney, Deceased.

STATE OF OKLAHOMA, ADAIR COUNTY.) SS.

Before me, a Notary Public in and for said County and State, on this 21st, day of Nov. 1908 personally appeared William H. Davis, guardian of Annie Sawney and Goh-he-neh Sawney, minors, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth. Witness my hand and official seal, the day and year above set forth.

Hellen E. von Hartman, Notary Public

(SEAL) My commission expires Aug. 3rd, 1911.

Filed for record Nov. 27, 1908, at 10 A. M.

H. C. Walkley, Register of Deeds (SEAL)