

The party of the second part agrees to deliver to the party of the first part one-eighth (1/8) of all the oil produced and saved from the said above premises, to be delivered in the pipe line which said party of the second part may connect its wells.

If gas only is found in any well, or wells, and ~~it~~ is used off the premises, said party of the second part agrees to pay the sum of One Hundred and Fifty Dollars (\$150.00) Dollars per year for each well so used, and if the gas is not used off the premises, the said party of the second part agrees to pay the sum of Fifty (\$50.00) Dollars per year for each and every gas well not used, said payment to be made on each well within sixty days after the completion of the same, and annually thereafter. The said party of the second part agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises and to pay all damage to crops by reason of its operations.

The party of the second part shall have the privilege of using sufficient water from the premises, and if necessary, to drill therefor, to run all necessary machinery; and shall have the right at any time to remove all machinery and fixtures ^{placed} on said premises.

In case no well be drilled for oil and gas on said premises within one year of the date hereof, all rights and obligations secured under this contract shall cease upon notice in writing by the party of the first part, unless the party of the second part shall elect to continue this lease in force for one year longer, as to all or any portion of said premises, by paying in advance and annual rental of One (\$1) Dollar per acre until a well is drilled on said premises said rental to be paid by depositing to the credit of the first party in the Skiatook Bank, in the town of Skiatook Oklahoma. And in case no well is drilled at the end of the second year from the date hereof, this lease shall be null and void, and the party of the first part shall have the ^{right} ~~privilege~~ to re-lease the same to any person, or persons, that he may see fit:

Party of the second part shall have the right to erect, lay, maintain and remove all pipes, pipe lines, machinery and structures thereon necessary for the operation, preservation and transportation of oil and gas produced on said premises.

Party of the second part shall have the right to surrender this lease at any time upon payment of Ten (\$10.00) Dollars to the party of the first part, and such surrender shall operate as a cancellation of this lease and extinguish all rights hereunder of both party of the first part and party of the second part.

This oil and gas mining lease shall extend to and be binding upon the heirs, assigns and executors of the parties hereto.

IN WITNESS WHEREOF, said party of the first part, guardian as aforesaid, has hereunto set his hand and the party of the second part has signed his name on the days first above written.

W. A. Skaggs, Guardian of Roy Skaggs, a minor.

party of the first part.

Morris Shear, Party of the Second part.

STATE OF OKLAHOMA,)

: SS.

COUNTY OF TULSA.)

BE IT KNOWN, That on this 8th, day of January, 1909, personally appeared before me a Notary Public, within and for said Tulsa County and State of Oklahoma, W. A. Skaggs, who is known to me to be the person whose name is subscribed to the within and foregoing instrument as the guardian of the person and estate of Roy Skaggs, a Minor and acknowledged to me that he ~~as the guardian of the person and estate of Roy Skaggs, a minor, executed~~ the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, in said Tulsa County, State of Oklahoma, the day and year in this indenture last above written.

Geo W. Davis, Notary Public.

(SEAL) My commission expires Sept. 18, 1910 Approved this 8th, day of January, 1909
N.J. Gubser, Judge of the County Court.
Filed for record Jan. 8, 1909, at 5.05 P. M. H. C. Walkley, Register of Deeds (SEAL)