

The Southwest Quarter ( SW 1/4 ) of section 36 Township 19 range II containing 160 acres more or less .

TO HAVE AND TO HOLD unto and for the use of the lessee for the term of years ending Aug 3 1918 from the date hereof and as much longer as oil or gas is produced in paying quantities, yielding to the lessor the one-eighth part of all the oil produced and saved from the premises , delivered free from expense into tanks or pipe lines to the lessors' credit.

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

Lessee agrees to complete a well on said premises within Twelve months from the date hereof, or pay the lessor thereafter the sum of One Dollar per acre per annum in advance until said well is completed or this lease surrendered. And the drilling 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 <sup>use and</sup> enjoy said premises for the purposes of tillage, except 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 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 connection at 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 <sup>deposited</sup> ~~deposi~~ted in postoffice <sup>directed</sup> to Thomas Franklin , grdn. of Aurella Franklin or deposited in the First National Bank of Boynton to the credit of Thomas Franklin grdn. of Aurella Franklin.

And it is further agreed, that lessee shall <sup>have</sup> ~~now~~ the right to surrender this lease upon payment of One Dollars and all amounts due hereunder and thereafter shall be released and discharged from all payments, obligations, covenants and conditions, herein contained, whereupon this lease shall be null 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 the recording of a deed of surrender in the proper County and a deposit of all amounts then due hereunder to lessor's credit in First National Bank Boynton, shall be and be accepted as full and legal surrender of lessor's rights under this lease . Lessee agrees not to assign this lease without consent of the proper court .

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

Thomas Franklin                      SEAL  
Guardian of Aurella Franklin .

State of Oklahoma    ) SS  
Muskogee County    ) Before me, Imy R Boone a Notary Public in and for said County and State, on this 27th day of June 1908, personally appeared Thomas Franklin, grdn. of Aurella Franklin and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.    at  
SEAL.

Imy R Boone  
Notary Public

My commission expires March 6 1910  
Filed for record Jul 6 1908 at 11:45 A.M. H.C. Walkley  
Reg of Deeds (SEAL)