

In consideration of the premises the said lessee covenants and agrees,

FIRST: To deliver to the credit of the lessor or lessors their heirs or assigns free of cost into tanks or pipe line to which he may connect the wells, the equal One eighth part or a share of all the oil produced and saved from the leased premises.

SECOND: To pay the lessor Fifty Dollars each 3 months in advance for the gas from each well where gas only is found ~~while the same is being sold off the premises~~ and the lessors to have gas free of cost at their own risk for one dwelling house on said premises during the same time, to be used economically.

THIRD: The lessee agrees to commence drilling a well on said premises within 3 months from date hereof or pay five dollars quarterly for each additional 3 months such commencement is delayed from the time above mentioned for commencing drilling of such well until a well is commenced.

FOURTH: The lessee further agrees to bury pipe lines for oil in cultivated fields below plow depth when requested to do so by lessors and to pay for damage done growing crops while drilling.

FIFTH: The lessee agrees not to drill any wells within 250 feet of any buildings on said premises without written consent of the lessor.

Furthermore the lessors hereby release and waive all rights under and by virtue of the homestead exemption laws of this State as they may effect said premises. And the lessors also consent to the lessee selling or disposing of said lease. FURTHERMORE, it is mutually agreed by and between the parties hereto that the lessee shall have the right to use gas, oil and water produced on said land for his operations thereon or ^{other} ~~other~~ lands near lease except water from the wells of lessors.

Also that the Lessee his heirs or assigns shall have the right at any time on payment of One Dollar to the lessors their heirs or assigns to surrender this lease for cancellation after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine. This lease may be surrendered by mailing to the lessors as above. And all money accruing to lessors under this contract may be paid by check or cash direct to any one of the lessors or mailed to N.G. Turk or J.D. Faulkner Checotah Okla or payment may be made through bank.

It is agreed that all the terms and conditions hereof shall extend and apply to the heirs, executors, administrators, and assigns of the parties hereto.

In witness whereof the parties have hereunto set their hands and seals this the day and year first above written

*Signed, sealed and delivered
in presence of*
State Of Oklahoma
County of McIntosh

N.G. Turk

Seal

J.D. Faulkner

Seal

SS

On the 5th day of Aug A D 1908 before me the subscriber a Notary Public, in and for said County and State personally appeared N.G. Turk & J.D. Faulkner to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, including the release and waiver of rights under the Homestead exemption laws, for the uses and purposes therein set forth and desired that it might be recorded as such.