

^{the} said party of the second part covenants and agrees: 1st to deliver to the credit of the first party his heirs, assigns, executors and administrators, free of cost in the pipe line to which the well may be connected, the equal one eighth part of all the oil produced and saved from the leased premises: 2nd, to pay One Hundred Dollars per year for the gas from each and every gas well drilled on said premises, the product of which is marketed and used off the premises, said payment to be made on each well within sixty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter, while the gas from said well is used. In case gas is found in marketable quantities, party of the first part shall have gas for domestic purposes free by making his own connections.

Second part covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the farm. And further to complete a well for oil or gas on said premises within nine months from date hereof or pay at the rate of ten dollars in advance for each additional month such completion is delayed from the time above mentioned for the completion of such well, until a well is completed. Such payment may be made direct to the lessor or by check mailed to ~~xxxxxx~~ Andrew J Berryhill at Bixby Okla or by check deposited to the credit of Andrew J Berryhill in the Bank of Bixby at Bixby Okla.

It is agreed that the second party is to have the privilege of using sufficient water from the premises to run all machinery and at any time to remove all machinery from the premises; and further upon the payment of five dollars at any time, by the party of the second party ^{to the party of the first part his heirs or assigns} heirs, executors, administrators, ~~xxxxxx~~ or assigns, said party of the second part, heirs, executors, administrators or assigns shall have the right 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, and this lease shall become absolutely null and void.

Witness the following signatures and seals.

Andrew J Berryhill
Guardian.

Witnesses.

New State Oil & Gas Co

J.F. Pautler

By J.C. Freeman

Chas M ^{Sherrill} Shenill

State of Oklahoma)

SS

Tulsa County)

Before me ^{Sherrill} Chas M Shenill a Notary Public in and for said County

and State on this 5th day of February 1908 personally appeared Andrew J Berryhill and 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.

Witness my hand and seal the day and year above set forth.

SEAL

My Commission expires Oct 1 1910

^{Sherrill} Chas M Shenill
Notary Public

Filed for record ~~xxxx~~ Jun 17 1908 at 1:15 P.M. H.C Walkley Reg of Deeds. SEAL